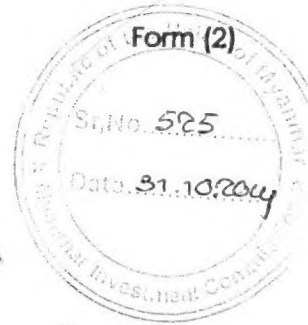




THE REPUBLIC OF THE UNION OF MYANMAR
The Myanmar Investment Commission
PERMIT



Permit No. 839 /2014

Date st 31 October 2014

This Permit is issued by the Myanmar Investment Commission according to the section 13, sub - section (b) of the Republic of the Union of Myanmar Foreign Investment Law-

- (a) Name of Investor/Promoter MR. CHEUNG KWOK WING DAVID
- (b) Citizenship BRITISH
- (c) Address 38 D BLOCK 6, LYNWOOD COURT, KINGSWOOD VILLAS, TIN SHUI WAI, YUEN LONG, HONG KONG
- (d) Name and Address of Principle Organization CONCEPT 2001 (SPORTSWEAR) CO., LTD., 36 F, LAWS COMMERCIAL PLAZA, 788 CHEUNG SHA WAN ROAD, LAI CHI KOK, KOWLOON, HONG KONG
- (e) Place of Incorporation HONG KONG
- (f) Type of Investment Business MANUFACTURING OF KNITWEAR ON CMP BASIS
- (g) Place(s) at which investment is permitted PLOT NO.18, 19 & 20, BAGO FOREIGN INDUSTRIAL AREA, BAGO REGION
- (h) Amount of Foreign Capital US \$ 20 MILLION
- (i) Period for Foreign Capital brought in WITHIN 2 YEARS FROM THE DATE OF ISSUANCE OF MIC PERMIT
- (j) Total amount of capital (Kyat) EQUIVALENT IN KYAT OF US \$ 20 MILLION
- (k) Construction Period 18 MONTHS
- (l) Validity of investment permit 50 YEARS
- (m) Form of investment WHOLLY FOREIGN OWNED INVESTMENT
- (n) Name of Company incorporated in Myanmar KARISMA APPAREL (MYANMAR) COMPANY LIMITED

Chairman

The Myanmar Investment Commission

2/10

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ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်
မြန်မာနိုင်ငံ ရင်းနှီးမြှုပ်နှံမှု ကော်မရှင်
ခွင့်ပြုမိန့်



ခွင့်ပြုမိန့်အမှတ် ၈၃၉/၂၀၁၄

၂၀၁၄ ခုနှစ်၊ အောက်တိုဘာ လ ၃၁ ရက်

ပြည်ထောင်စုသမ္မတ မြန်မာနိုင်ငံတော်နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှု ဥပဒေ ပုဒ်မ ၁၃၊ ပုဒ်မခွဲ(ခ)
အရ ဤခွင့်ပြုမိန့်ကို မြန်မာနိုင်ငံ ရင်းနှီးမြှုပ်နှံမှု ကော်မရှင်က ထုတ်ပေးလိုက်သည် -

- (က) ရင်းနှီးမြှုပ်နှံသူ/ကမကထပြုသူအမည် MR. CHEUNG KWOK WING DAVID
- (ခ) နိုင်ငံသား BRITISH
- (ဂ) နေရပ်လိပ်စာ 38 D BLOCK 6, LYNWOOD COURT, KINGSWOOD VILLAS, TIN SHUI WAI, YUEN LONG, HONG KONG
- (ဃ) ပင်မအဖွဲ့အစည်းအမည်နှင့်လိပ်စာ CONCEPT 2001 (SPORTSWEAR) CO., LTD., 36 F, LAWS COMMERCIAL PLAZA, 788 CHEUNG SHA WAN ROAD, LAI CHI KOK, KOWLOON, HONG KONG
- (င) ဖွဲ့စည်းရာအရပ် HONG KONG
- (စ) ရင်းနှီးမြှုပ်နှံသည့်လုပ်ငန်းအမျိုးအစား CMP စနစ်ဖြင့် စက်ထိုးထည် ထုတ်လုပ်ခြင်း လုပ်ငန်း
- (ဆ) ရင်းနှီးမြှုပ်နှံသည့်အရပ်ဒေသ(များ) မြေကွက်အမှတ် ၁၈၊ ၁၉နှင့် ၂၀၊ ပြည်ပစက်မှု နယ်မြေ၊ ပဲခူးတိုင်းဒေသကြီး
- (ဇ) နိုင်ငံခြားမတည်ငွေရင်း ပမာဏ အမေရိကန်ဒေါ်လာ သန်း ၂၀
- (ဈ) နိုင်ငံခြားမတည်ငွေရင်းယူဆောင်လာရမည့်ကာလ ကော်မရှင်ခွင့်ပြုမိန့်ရရှိပြီး ၂နှစ် အတွင်း
- (ည) စုစုပေါင်း မတည်ငွေရင်းပမာဏ(ကျပ်) အမေရိကန်ဒေါ်လာ သန်း ၂၀ နှင့် ညီမျှသော မြန်မာကျပ်ငွေ
- (ဋ) တည်ဆောက်မှုကာလ ၁၈ လ
- (ဌ) ရင်းနှီးမြှုပ်နှံခွင့်ပြုသည့် သက်တမ်း ၅၀ နှစ်
- (ဍ) ရင်းနှီးမြှုပ်နှံမှုပုံစံ ရာခိုင်နှုန်းပြည့်နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှု
- (ဎ) မြန်မာနိုင်ငံတွင် ဖွဲ့စည်းမည့် ကုမ္ပဏီအမည်

KARISMA APPAREL (MYANMAR) COMPANY LIMITED

ဥက္ကဋ္ဌ

မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်

THE REPUBLIC OF THE UNION OF MYANMAR
MYANMAR INVESTMENT COMMISSION
No.(1), Thitsar Road, Yankin Township, Yangon

Our ref : DICA-3/FI-976/2014(၄၃၄)

Tel: 01- 658128

Date : 31st October 2014

Fax:95-1-658136

Subject: Decision of the Myanmar Investment Commission on the Proposal for "Manufacturing of Knitwear on CMP Basis" under the name of "Karisma Apparel (Myanmar) Company Limited"

Reference: Karisma Apparel (Myanmar) Company Limited Letter dated (5-8-2014)

1. The Myanmar Investment Commission, at its meeting (22/2014) held on (19-9-2014) had approved the proposal for investment in "Manufacturing of Knitwear on CMP Basis" under the name of "Karisma Apparel (Myanmar) Company Limited" submitted by Concept 2001 (Sportswear) Co., Ltd. (99.999%) and Laws Garments Ltd. (0.001%) from Hong Kong as a wholly foreign owned investment.
2. Hence, the "Permit" is herewith issued in accordance with Chapter VII, section 13(b) of the Foreign Investment Law and Chapter VIII, Rule 49 of the Foreign Investment Rules relating to Foreign Investment Law. Terms and conditions to the "Permit" are stated in the following paragraphs.
3. The permitted duration of the project shall be 50(fifty) years commencing from the date of signing of the Lease Agreement for land and extendable for another 10(ten) years two terms period by mutual agreement between Bago Region Government and Karisma Apparel (Myanmar) Company Limited. At the end of the Lease Agreement for land, Karisma Apparel (Myanmar) Company Limited shall transfer the leased land to the lessor within 3(three) months in good condition, ground damages having been refilled or repaired.
4. The annual rent for the land shall be calculated at the rate of US\$ 2.00 per square metre for the first 10 years, at the rate of US\$ 2.50 per square metre for the second 10 years and at the rate of US\$ 3.00 per square metre for the third 10 years of land area of 60,703 square metre(15acres).
5. In issuing this "Permit," the Commission has granted, the followings, exemptions and reliefs as per Chapter XII, section 27(a), (b), (i) and (k) of Foreign

Investment Law. Other exemptions and reliefs under section 27 shall have to be applied upon the actual performance of the project;

- (a) As per section 27(a), income tax exemption for a period of five consecutive years including the year of commencement on commercial production;
- (b) As per section 27(h), exemption or relief from customs duty or other internal taxes or both on machinery, equipment, instruments, machinery components, spare parts and materials used in the business, which are imported as they are actually required for use during the period of construction of business;
- (c) As per section 27(i), exemption or relief from customs duty or other internal taxes or both on raw materials imported for production for the first three-year after the completion of construction of business;
- (d) As per section 27(k), exemption or relief from commercial tax on the goods produced for export.

6. Karisma Apparel (Myanmar) Company Limited shall have to sign the Lease Agreement for Land with Bago Region Government. After signing the Agreement, (5) copies shall have to be forwarded to the Commission.

7. Karisma Apparel (Myanmar) Company Limited in consultation with the Department of Company Registration, Directorate of Investment and Company Administration shall have to be registered. After registration, (5) copies each of Certificate of Incorporation and Memorandum of Association and Articles of Association shall have to be forwarded to the Commission.

8. Karisma Apparel (Myanmar) Company Limited shall use its best efforts for timely realization of works stated in the proposal. If none of such works has been commenced within one year from the date of issue of this "Permit", it shall become null and void.

9. Karisma Apparel (Myanmar) Company Limited has to abide by Chapter X, Rule 58 and 59 of the Foreign Investment Rules for construction period.

10. As per Chapter X, Rule 61 of the Foreign Investment Rules, extension of construction period shall not be allowed more than twice except it is due to unavoidable

events such as natural disasters, instabilities, riots, strikes, emergency of State condition, insurgency and outbreak of wars.

11. As per Chapter X, Rule 63 of the Foreign Investment Rules, if the Karisma Apparel (Myanmar) Company Limited cannot construct completely in time the construction period or extension period, the Commission will have to terminate the permit issued to the investor and there is no refund for the expenses of the project.

12. The commercial date of operation shall be reported to the Commission.

13. Karisma Apparel (Myanmar) Company Limited shall endeavour to meet the targets for production and export stated in the proposal as the minimum target.

14. The Commission approves periodical appointments of foreign experts and technicians from abroad as per proposal and also in accordance with Chapter XI, section 24 and section 25 of the Foreign Investment Law and Karisma Apparel (Myanmar) Company Limited has to follow the existing Labour Laws for the recruitment of staff and labour in accordance with Chapter XIII, Rule 84 of the Foreign Investment Rules.

15. In order to evaluate foreign capital and for the purpose of its registration in accordance with the provisions under Chapter XV, section 37 of the Foreign Investment Law, it is compulsory to report as early as possible in the following manner:-

(a) the amount of foreign currency brought into Myanmar, attached with the necessary documents issued by the respective bank where the account is opened and defined under Chapter XVI, Rule 134 and 135 of the Foreign Investment Rules;

(b) the detailed lists of the type and value of foreign capital defined under Chapter I, section 2(i) of the Foreign Investment Law, other than foreign currency.

16. Whenever Karisma Apparel (Myanmar) Company Limited brings in foreign capital defined under Chapter I, section 2(i) of the Foreign Investment Law, other than foreign currency in the manner stated in paragraph 15(b) mentioned above, the Inspection Certificate endorsed and issued by an internationally recognized Inspection Firm with regard to quantity, quality and price of imported materials shall have to be attached.

17. Karisma Apparel (Myanmar) Company Limited has the right to make account transfer and expend the foreign currency from his bank account in accordance with Chapter XVI, Rule 136 of the Foreign Investment Rules and for account transfer of local currency generated from the business to the local currency account opened at the bank by a citizen or a citizen-owned business in the Union and right to transfer back the equivalent amount of foreign currency from the foreign currency bank account of a citizen or citizen-owned business by submitting the sufficient document in accordance with Chapter XVII, Rule 145 of the Foreign Investment Rules.

18. Karisma Apparel (Myanmar) Company Limited shall report to the Commission for any alteration in the physical and financial plan of the project. Cost over run, over and above the investment amount pledged in both local and foreign currency shall have to be reported as early as possible.

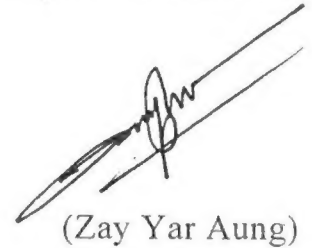
19. Karisma Apparel (Myanmar) Company Limited shall be responsible for the preservation of the environment at and around the area of the project site. In addition to this, it shall carry out as per instructions made by Ministry of Environmental Conservation and Forestry in which to conduct Environmental Management Plan (EMP) which describe the measure to be taken for preventing, mitigation and monitoring significant environmental impacts resulting from the implementation and operation of proposed project or business or activity has to be prepared and submitted and to perform activities in accordance with this EMP and to abide by the environmental policy, Environmental Conservation Law and other environmental related rules and procedures.

20. After getting permit from Myanmar Investment Commission, Karisma Apparel (Myanmar) Company Limited shall have to be registered at the Directorate of Industrial Supervision and Inspection.

21. Karisma Apparel (Myanmar) Company Limited shall have to abide by the Fire Services Department's rules, regulations, directives and instructions. Moreover, fire prevention measures shall have to undertake such as water storage tank, fire extinguishers and provide training to use the fire fighting equipment and also to appoint the fire safety officer.

22. Payment of principal and interest of the loan as well as payment for import of raw materials and spare parts etc., shall only be made out of the export earnings (CMP charges) of Karisma Apparel (Myanmar) Company Limited.

23. Karisma Apparel (Myanmar) Company Limited in consultation with Myanmar Insurance, shall effect such types of insurance defined under Chapter XII, Rule 79 and 80 of the Foreign Investment Rules.



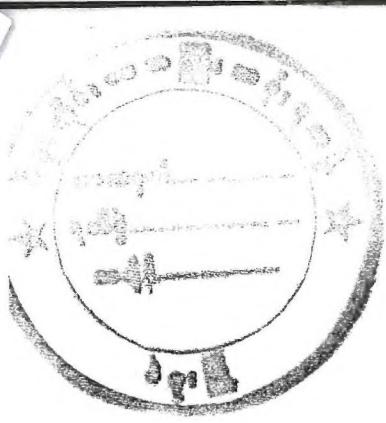
(Zay Yar Aung)

Chairman

[Handwritten initials]

Karisma Apparel (Myanmar) Company Limited

- cc: 1. Office of the Union Government of the Republic of the Union of Myanmar
2. Ministry of Home Affairs
 3. Ministry of Foreign Affairs
 4. Ministry of Environmental Conservation and Forestry
 5. Ministry of Electric Power
 6. Ministry of Immigration and Population
 7. Ministry of Industry
 8. Ministry of Commerce
 9. Ministry of Finance
 10. Ministry of National Planning and Economic Development
 11. Ministry of Labour, Employment and Social Security
 12. Chairman, CMP Enterprises Supervision Committee
 13. Office of the Bago Region Government
 14. Director General, Directorate of Investment and Company Administration
 15. Director General, Directorate of Industrial Supervision and Inspection
 16. Director General, Customs Department
 17. Director General, Internal Revenue Department
 18. Director General, Directorate of Trade
 19. Director General, Immigration and National Registration Department
 20. Director General, Directorate of Labour
 21. Director General, Department of Environmental Conservation
 22. Director General, Fire Services Department
 23. Managing Director, Myanmar Foreign Trade Bank
 24. Managing Director, Myanmar Investment and Commercial Bank
 25. Managing Director, Myanmar Insurance
 26. Managing Director, Myanmar Electric Power Enterprise
 27. Chairman, Republic of the Union of Myanmar Federation of Chambers of Commerce and Industry(UMFCCI)



ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်
တိုင်းဒေသကြီးအစိုးရအဖွဲ့
ပဲခူးတိုင်းဒေသကြီး

နောက်ဆက်တွဲ(က)

စာအမှတ်၊ ၇ / ၁ - ၂၀ / ထောက် ၃
ရက်စွဲ ၂၀၁၄ ခုနှစ်၊ မတ်လ ၄ ရက်

သို့

၁-၃၈၆၇
၇/၃

✓ ဥက္ကဋ္ဌ

မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်
နေပြည်တော်

အကြောင်းအရာ။ သဘောထားမှတ်ချက် တင်ပြခြင်းကိစ္စ

၁။ ပဲခူးတိုင်းဒေသကြီးအစိုးရအဖွဲ့မှ အကောင်အထည်ဖော်ဆောင်ရွက်လျက်ရှိသော ပဲခူးမြို့၊
ညောင်အင်းကျေးရွာအနီးရှိ ပြည်ပစက်မှုနယ်မြေ၊ မြေကွက်အမှတ်(၁၈+၁၉+၂၀)၊ မြေဧရိယာ
(၁၅.၀၀)ဧကအား အထည်ချုပ်စက်ရုံ တည်ဆောက်နိုင်ရေးအတွက် (၂၅.၂.၂၀၁၄) ရက်နေ့တွင်
ပဲခူးတိုင်းဒေသကြီးအစိုးရအဖွဲ့နှင့် Karisma Apparel(Myanmar)Co., Ltd တို့ မြေငှားစာချုပ်
ချုပ်ဆိုခဲ့ပြီးဖြစ်ပါသည်။

၂။ သို့ဖြစ်ပါ၍ နိုင်ငံတော်အတွက် နိုင်ငံခြားဝင်ငွေများရရှိခြင်း၊ ဒေသခံလုပ်သားပြည်သူများ
အတွက် အလုပ်အကိုင် အခွင့်အလမ်းများရရှိနိုင်ခြင်းတို့ကြောင့် အဆိုပါစက်ရုံတည်ထောင်ခြင်းအား
နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှုဥပဒေနှင့်အညီ လိုက်နာဆောင်ရွက်မည်ဆိုပါက ကန့်ကွက်ရန်မရှိပါကြောင်း
ထောက်ခံတင်ပြအပ်ပါသည်။


ဝန်ကြီးချုပ်(ကိုယ်စား)
ဦးမောင်မောင်သန်း၊ အတွင်းရေးမှူး

မိတ္တူ

Karisma Apparel(Myanmar)Co., Ltd
လက်ခံစာတွဲ
မျှောစာတွဲ



နောက်ဆက်တွဲ(ခ)

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ
ပတ်ဝန်းကျင်ထိန်းသိမ်းရေးနှင့်သစ်တောရေးရာဝန်ကြီးဌာန
ပြည်ထောင်စုဝန်ကြီးရုံး

၂၇-၄-၂၀၁၄
၂၇-၄-၂၀၁၄

စာအမှတ် ၂/၂၂၀ (ခ) (၆) / (၂၄၇၂ / ၂၀၁၄)
ရက်စွဲ ၂၀၁၄ ခုနှစ်၊ ဧပြီလ ၂ ရက်

သို့

မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်

အကြောင်းအရာ။ Karisma Apparel (Myanmar) Co., Ltd မှ ချည်သား၊ ဆွဲသား၊ ဆွယ်
တာများ ထုတ်လုပ်ခြင်းလုပ်ငန်း ဆောင်ရွက်ခွင့်ပြုပါရန်ကိစ္စနှင့်ပတ်သက်၍
သဘောထားမှတ်ချက် တင်ပြခြင်း

ရည်ညွှန်းချက်။ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်၏ ၁၁-၃-၂၀၁၄ရ ရက်စွဲပါစာအမှတ်-
ရက - ၁ / န - ၉၇၆ / ၂၀၁၃ (၂၆၅၈-ပ)

၁။ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်မှ ဟောင်ကောင် Concept 2001 (Sportswear)
Company Limited သို့ မြန်မာနိုင်ငံတွင် Karisma Apparel (Myanmar) Co., Ltd တည်
ထောင်ပြီး ရာခိုင်နှုန်းပြည့်နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှုဖြင့် ပဲခူးတိုင်းဒေသကြီး၊ ပဲခူးပြည်ပစက်မှုဇုန်၊
မြေကွက်အမှတ် ၁၈၊ ၁၉ နှင့် ၂၀ ရှိ မြေ (၅၀၇၀၃) စတုရန်းမီတာ၊ (၁၅) ဧက၌ ချည်သား၊ ဆွဲသား၊
ဆွယ်တာများထုတ်လုပ်ခြင်းလုပ်ငန်းဆောင်ရွက်ခွင့်ပြုပါရန်ကိစ္စနှင့်ပတ်သက်၍ စိစစ်ပြီး ဌာန
ဆိုင်ရာ သဘောထားမှတ်ချက်ကို ပြန်ကြားအပ်ပါသည်။

၂။ ပူးတွဲပေးပို့လာသည့်အဆိုပြုလွှာတွင် ရာခိုင်နှုန်းပြည့် နိုင်ငံခြားရင်းနှီးမြှုပ်နှံခွင့်
လျှောက်ထားခြင်း၊ ရင်းနှီးမြှုပ်နှံမှုကာလမှာ နှစ်(၅၀)ဖြင့် ဆောင်ရွက်မည်ဖြစ်ကြောင်း၊ မြေငှား
စာချုပ်၊ အသုံးပြုမည့်စက်ပစ္စည်းနှင့် ကုန်ကြမ်းပစ္စည်းစာရင်း၊ စက်ရုံဝန်ထမ်းများအတွက် သက်သာ
ချောင်ချိရေးနှင့် ကျန်းမာရေးအတွက် ဆောင်ရွက်ထားရှိမည့်အစီအစဉ်များ၊ မီးဘေးကာကွယ်ရေး
အစီအစဉ်များ၊ ပတ်ဝန်းကျင်ညစ်ညမ်းမှုမရှိစေရန်အတွက်စွန့်ပစ် ရေဆိုးများအား Wastewater
Treatment Systems ဖြင့် ဆောင်ရွက်မည်ဖြစ်ကြောင်း၊ စွန့်ပစ်ပစ္စည်းများအား Waste
Management System ဖြင့် စွန့်ပစ်မည်ဖြစ်ကြောင်း ဖော်ပြပါရှိပြီး စွန့်ပစ်ပစ္စည်းများအား ပြန်
လည် အသုံးပြုမည့်နည်းစနစ်များ၊ ထုတ်လုပ်မှုနည်းစဉ်နှင့် သဘာဝပတ်ဝန်းကျင် ထိခိုက်ပျက်စီးမှု

မရှိစေရန် အကောင်အထည်ဖော်ဆောင်ရွက်မည့် အသေးစိတ်အစီအစဉ်များအား ရေးဆွဲဆောင်ရွက်ရန်လိုအပ်ပါသည်။

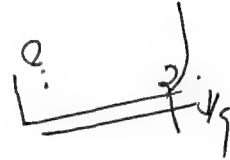
၃။ လုပ်ငန်းတွင်အသုံးပြုမည့် Fabric စသည့် ကုန်ကြမ်းပိတ်စ/ပစ္စည်းများသည် ဆွေးမြေ့ပျက်စီးရန် အချိန်ကြာမြင့်သဖြင့် ပတ်ဝန်းကျင်ထိခိုက်ပျက်စီးမှု ဖြစ်ပေါ်နိုင်ခြင်း၊ လုပ်ငန်းစဉ်အဆင့်တိုင်းတွင် ထွက်ရှိလာမည့်ပိတ်ဖြတ်စများ၊ အမှုန်အမွှားများကြောင့် ပတ်ဝန်းကျင်လေထုနှင့် မြေထု ညစ်ညမ်းမှုများဖြစ်ပေါ်နိုင်ခြင်း၊ ပိတ်စဖြတ်ခြင်း၊ ပုံစံညှပ်ခြင်း၊ အထည်ချုပ်လုပ်ခြင်း လုပ်ငန်းအဆင့်ဆင့်တွင် စက်များအသုံးပြု၍ ဆောင်ရွက်မည်ဖြစ်သဖြင့် အသံဆူညံခြင်းစသော ပတ်ဝန်းကျင်ဆိုင်ရာ ထိခိုက်မှုပြဿနာများ ဖြစ်ပေါ်စေနိုင်ပါသည်။

၄။ သို့ဖြစ်ပါ၍ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်မှ ဟောင်ကောင် Concept 2001 (Sportswear) Company Limited သို့ မြန်မာနိုင်ငံတွင် Karisma Apparel (Myanmar) Co., Ltd တည်ထောင်ပြီး ရာခိုင်နှုန်းပြည့်နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှုဖြင့် ပဲခူးတိုင်းဒေသကြီး၊ ပဲခူးပြည်ပစက်မှုဇုန်၊ မြေကွက်အမှတ် ၁၈၊ ၁၉ နှင့် ၂၀ ရှိ မြေ (၅၀၇၀၃) စတုရန်းမီတာ၊ (၁၅) ဧက၌ ချည်သား၊ ဆွဲသား၊ ဆွယ်တာများ ထုတ်လုပ်ခြင်းလုပ်ငန်း ဆောင်ရွက်ခွင့်ပြုပါရန်ကိစ္စနှင့်ပတ်သက်၍ ဌာနဆိုင်ရာသဘောထားမှတ်ချက်အား အောက်ပါအတိုင်း ဆောင်ရွက်ရန်လိုအပ်ပါကြောင်း ပြန်ကြားအပ်ပါသည်-

- (က) လုပ်ငန်းတွင် အဓိကအသုံးပြုမည့် ကုန်ကြမ်းစွန့်ပစ်ပစ္စည်းများအား ပြန်လည်အသုံးပြုမည့် အစီအစဉ်၊ ယင်းစွန့်ပစ်ပစ္စည်းများအား စနစ်တကျစွန့်ပစ်မည့် နည်းလမ်းများ၊ စွန့်ပစ်ပစ္စည်းစီမံခန့်ခွဲမှု အစီအစဉ်များ စီမံဆောင်ရွက်သွားရန်၊
- (ခ) ချည်သား၊ ဆွဲသား၊ ဆွယ်တာများထုတ်လုပ်ခြင်း လုပ်ငန်းကြောင့် ဖြစ်ပေါ်လာနိုင်သည့် ပတ်ဝန်းကျင်နှင့် လူမှုရေးထိခိုက်ပျက်စီးမှုများ လျော့နည်းစေရန် အတွက် လုပ်ငန်းစီမံကိန်းရေးဆွဲချမှတ်ခြင်း၊ ထုတ်လုပ်ခြင်း အဆင့်ဆင့်တို့အတွက် စီမံကိန်းဆိုင်ရာ အချက်အလက်များ ပြည့်စုံစွာဖော်ပြပြီး လုပ်ငန်းဆောင်ရွက်ရာတွင် ပတ်ဝန်းကျင်ထိခိုက်မှု အနည်းဆုံးဖြစ်စေမည့် ကုန်ထုတ်လုပ်မှုနည်း ပညာများ အသုံးပြုဆောင်ရွက်ရန်၊
- (ဂ) စွန့်ပစ်ပစ္စည်း/ စွန့်ပစ်အရည်များအား စနစ်တကျစွန့်ပစ်မည့် အစီအစဉ်များ ပါဝင်သည့် စွန့်ပစ်ပစ္စည်း စီမံခန့်ခွဲမှု အစီအစဉ်၊ စောင့်ကြည့်လေ့လာမည့် အစီအစဉ်၊ ပတ်ဝန်းကျင်ထိခိုက်မှု လျော့ပါးရေး ဆောင်ရွက်မည့် လုပ်ငန်းများ

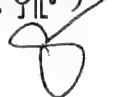
အတွက် သုံးစွဲမည့်ရန်ပုံငွေ စသည်တို့ ပါဝင်သည့် ပတ်ဝန်းကျင်ဆိုင်ရာ စီမံခန့်ခွဲမှုစီမံချက် (Environmental Management Plan-EMP) ရေးဆွဲတင်ပြရန်နှင့် စီမံချက်ပါအတိုင်း အကောင်အထည်ဖော်ဆောင်ရွက်ရန်၊

- (ဃ) ပြဌာန်းထားသည့် ပတ်ဝန်းကျင်ထိန်းသိမ်းရေးဆိုင်ရာ ဥပဒေ၊ နည်းဥပဒေ၊ လုပ်ထုံးလုပ်နည်း၊ စည်းမျဉ်း စည်းကမ်းများနှင့်အညီ လိုက်နာကျင့်သုံးအကောင်အထည်ဖော် ဆောင်ရွက်ရန်။



ပြည်ထောင်စုဝန်ကြီး(ကိုယ်စား)

(မျိုးညွန့် ၊ ရုံးအဖွဲ့မှူး)



- မိတ္တူ - ညွှန်ကြားရေးမှူးချုပ်၊ ရင်းနှီးမြှုပ်နှံမှုနှင့်ကုမ္ပဏီများညွှန်ကြားမှုဦးစီးဌာန
- ညွှန်ကြားရေးမှူးချုပ်၊ ပတ်ဝန်းကျင်ထိန်းသိမ်းရေးဦးစီးဌာန



ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ
စက်မှုဝန်ကြီးဌာန

နောက်ဆက်တွဲ(ဂ)

NPT-၀၈၅
၂၅.၈.၁၄

စာအမှတ်၊ ၂၁-စမ(၂)၂၀၁၄-၂၀၁၅(၂၃၄၂)
ရက်၊ ၅၊ ၂၀၁၄ ခုနှစ်၊ ဩဂုတ်လ ၂၂ ရက်

M- 4767
26/8

✓ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်ရုံး

အကြောင်းအရာ။ သဘောထားမှတ်ချက်ပြန်ကြားခြင်း

ရည်ညွှန်းချက်။ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်၏ ၈.၈.၂၀၁၄ ရက်စွဲပါ စာအမှတ်၊
ရက-၃/န-၉၇၆/၂၀၁၄ (၇၇-ခ)

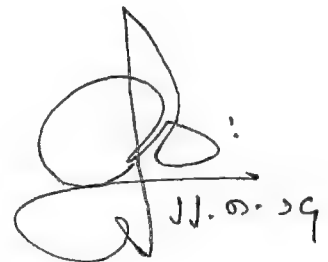
၁။ Karisma Apparel (Myanmar) Co.,Ltd. သည် ရာခိုင်နှုန်းပြည့်နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှုဖြင့် ဝဲခူးတိုင်းဒေသကြီး၊ ညောင်အင်းကျေးရွာအနီးရှိ ပြည်ပစက်မှုနယ်မြေ၊ မြေကွက်အမှတ် (၁၈၊ ၁၉ နှင့် ၂၀)တွင် CMP စနစ်ဖြင့် ချည်သား၊ ဆွဲသား၊ ဆွယ်တာများ ထုတ်လုပ်ခြင်းလုပ်ငန်း ဆောင်ရွက်ခွင့်ပြုပါရန် တင်ပြလာခြင်းအပေါ် သဘောထားမှတ်ချက်ပြန်ကြားပေးပါရန် ရည်ညွှန်းချက်ပါစာဖြင့် အကြောင်းကြားလာပါသည်။

၂။ အဆိုပါကုမ္ပဏီမှ ဆောင်ရွက်မည့်လုပ်ငန်းများနှင့်ပတ်သက်၍ အောက်ပါအတိုင်း စိစစ်တွေ့ရှိရပါသည်-

- (က) ရာခိုင်နှုန်းပြည့်နိုင်ငံခြားရင်းနှီးမြှုပ်နှံပြီး CMP စနစ်ဖြင့် ချည်သား၊ ဆွဲသား၊ ဆွယ်တာများ ထုတ်လုပ်ခြင်းလုပ်ငန်း ဆောင်ရွက်မည်ဖြစ်ပါသည်။
- (ခ) လျှပ်စစ်သွယ်တန်းအသုံးပြုမှု၊ ဘွိုင်လာအသုံးပြုမှုများကို လျှပ်စစ်ဥပဒေ၊ ဘွိုင်လာဥပဒေတို့နှင့်အညီ အသုံးမပြုမီ စစ်ဆေးဆောင်ရွက်ရန် လိုအပ်ပါသည်။
- (ဂ) ပတ်ဝန်းကျင်ညစ်ညမ်းမှုမဖြစ်ပေါ်စေရေးအတွက် ပတ်ဝန်းကျင်ထိန်းသိမ်းရေးဦးစီးဌာန၏ စိစစ်ချက်ဖြင့် စနစ်တကျ ဆောင်ရွက်ရန်လိုအပ်ပါသည်။
- (ဃ) ပုဂ္ဂလိကစက်မှုလုပ်ငန်းဥပဒေနှင့်အညီ စက်မှုမှတ်ပုံတင်ဆောင်ရွက်ရန် လိုအပ်ပါသည်။
- (င) နှစ်အလိုက်ကုန်ကြမ်းနှင့်ပူးတွဲသုံးပစ္စည်းလိုအပ်ချက်နှင့် သုံးစွဲမှုနှုန်း ဆီလျော်မှုရှိပါသည်။

- (စ) ကုန်ထုတ်လုပ်မှုအခြေအနေအရ စက်အင်အား၊ လူအင်အား တင်ပြထားမှု ဆီလျော်မှု ရှိပါသည်။
- (ဆ) စက်ပစ္စည်းစာရင်းတွင် ချုပ်ထည်များပေါ်၌ Logo တံဆိပ်၊ စာသားနှင့်ပုံများ ရိုက်နှိပ်ရန်အတွက် Printing Machines(7)Set အား တင်ပြထားကြောင်း စိစစ်တွေ့ရှိရပါသည်။
- (ဇ) CMP လုပ်ခန့်နီးထားတင်ပြထားချက်တွင် Knitted Outerwears အတွက် လုပ်ခန့်နီးလျော့နည်းနေသဖြင့် တိုးမြှင့်ပြင်ဆင်တင်ပြရန် လိုအပ်ပါသည်။

၃။ သို့ပါ၍ Karisma Apparel (Myanmar) Co.,Ltd. မှ CMP စနစ်ဖြင့် ချည်သား၊ ဆွဲသား၊ ဆွယ်တာများ ထုတ်လုပ်ခြင်းလုပ်ငန်း ဆောင်ရွက်ရာတွင် အထက်ပါလိုအပ်ချက်များ အား ဖြည့်ဆည်းဆောင်ရွက်ပြီး နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှု ဥပဒေ၊ ပုဂ္ဂလိက စက်မှုလုပ်ငန်းဥပဒေ နှင့် တည်ဆဲဥပဒေလုပ်ထုံးလုပ်နည်းများနှင့်ညီညွတ်ပါက ဤဝန်ကြီးဌာနအနေဖြင့် ကန့်ကွက်ရန် မရှိပါကြောင်း ပြန်ကြားအပ်ပါသည်။



ပြည်ထောင်စုဝန်ကြီး(ကိုယ်စား)
(လှမိုး၊ ရုံးအဖွဲ့မှူး)

မိတ္ထူကို

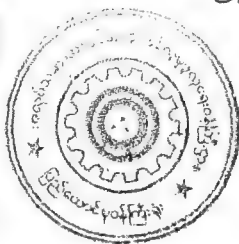
စက်မှုကြီးကြပ်ရေးနှင့်စစ်ဆေးရေးဦးစီးဌာန
အထည်အလိပ်လုပ်ငန်း



ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ
CMP လုပ်ငန်းများ ကြီးကြပ်ရေးကော်မတီ

နောက်ဆက်တွဲ(ဃ)

စာအမှတ်၊ ၃၄ - အလ / ခွဲ(၂) ၂၀၁၄ (၈၀၀၈)
ရက်စွဲ၊ ၂၀၁၄ ခုနှစ်၊ ဩဂုတ်လ ၂၀ ရက်



ဥက္ကဋ္ဌ

မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်

အကြောင်းအရာ။ Karisma Apparel (Myanmar) Co.,Ltd မှ CMP စနစ်ဖြင့် ချည်သား၊
ဆွဲသားများထုတ်လုပ်ခြင်း လုပ်ငန်း ဆောင်ရွက်ခွင့်ပြုပါရန်တင်ပြလာခြင်းကိစ္စ
ရည် ညွှန်း ချက်။ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်၏ ၈-၈-၂၀၁၄ ရက်စွဲပါ စာအမှတ်၊
ရက- ၃/န - ၉၇၆ / ၂၀၁၄ (၇၇-ဂ)

၁။ ပဲခူးတိုင်းဒေသကြီး၊ ညောင်အင်းကျေးရွာရှိ စက်မှုဧရိယာမြေကွက်အမှတ် (၁၈၊၁၉၊၂၀) မြေ
၁၅ ဧက(၆၀.၇၀၃ စတုရန်းမီတာ)၌ ဟောင်ကောင်နိုင်ငံမှ Karisma Apparel (Myanmar)
Co.,Ltd က မြန်မာနိုင်ငံတွင် Karisma Apparel (Myanmar) Co.,Ltd တည်ထောင်ကာ
ရာခိုင်နှုန်းပြည့်နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှုနှင့် CMP စနစ်ဖြင့် ချည်သား၊ ဆွဲသားများထုတ်လုပ်ခြင်း
လုပ်ငန်း ဆောင်ရွက်ရန် တင်ပြမှု အပေါ် CMP လုပ်ငန်းများ မြေပြင်ကွင်းဆင်းစစ်ဆေးရေးအဖွဲ့ ဥက္ကဋ္ဌ
(ကိုယ်စား) အလုပ်သမားညွှန်ကြားရေးဦးစီးဌာန(ခရိုင်ရုံး) ဦးစီးအရာရှိ၊ ဦးထွန်းမင်းသည် Karisma
Apparel (Myanmar) Co.,Ltd မှ G.M Kinson Lau နှင့်အတူ ၁၈-၈-၂၀၁၄ ရက်နေ့ ၁၀:၀၀
နာရီတွင် တွေ့ဆုံမေးမြန်းခဲ့ပါသည်။

၂။ Karisma Apparel (Myanmar) Co.,Ltd ၏ အဆိုပြုချက်အပေါ် အောက်ပါအတိုင်း
စိစစ်တွေ့ရှိရပါသည် -

(က) C.M.P ကုန်ကြမ်း လိုအပ်ချက်နှင့်ကုန်ချောထုတ်လုပ်မှု အမျိုးအစား ညီညွတ်မှု ရှိ/မရှိ

ထုတ်လုပ်မှု အမျိုးအစား	တစ်ထည် လိုအပ်ချက်နှုန်းထား	ပုံမှန်လိုအပ်ချက်ထားများ ကိုက်ညီမှုရှိ/မရှိ
1. Knitted Crew Neck Tee Shirt	0.2249 yds /pcs	ကိုက်ညီမှုရှိ
2. Knitted Outerwears	0.5375 yds /pcs	။
3. Knitted Pant	0.4583 yds /pcs	။
4. Knitted Dress	0.3167 yds /pcs	။

ထုတ်လုပ်မှု အမျိုးအစား	အဆိုပြုထုတ်လုပ် မှုအရေအတွက်	တစ်ထည် လိုအပ်ချက် နှုန်းထား	လိုအပ်မည့် ကုန်ကြမ်း အရေအတွက်
1. Knitted Crew Neck Tee Shirt	12480000Pcs	0.224Kg	ကိုက်ညီမှုရှိ
2. Knitted Outerwears	2880000Pcs	0.5375Kg	။
3. Knitted Pant	2112000Pcs	0.4583Kg	။
4. Knitted Dress	1728000Pcs	0.3167Kg	။

အဆိုပြုချက်ပါ တစ်နှစ်လုံးအတွက် ကုန်ကြမ်းလိုအပ်ချက်မှာ တစ်ထည် လိုအပ်ချက် နှုန်းထား၊ တားမြစ်သတ်မှတ်စံနှုန်းထားများနှင့် ကိုက်ညီမှုရှိကြောင်းတွေ့ရှိရပါသည်။

- (ခ) C.M.Pလက်ခနှုန်းထားများ တင်ပြမှုဆီလျော်မှုရှိ/မရှိ။ အဆိုပြုချက်ပါ C.M.P လက်ခ နှုန်းထားများသည် အခြားအထည်ချုပ်စက်ရုံနှုန်းထားများ နှင့် နှိုင်းယှဉ်ရာတွင် ဆီလျော်မှုရှိကြောင်း တွေ့ရှိရပါသည်။ -

ထုတ်လုပ်မှု အမျိုးအစား	အဆိုပြုချက်ပါ CMP လက်ခနှုန်းထား	အထည်ချုပ်အသင်း၏ လက်ရှိ CMPလက်ခနှုန်းထား
1. Knitted Crew Neck Tee Shirt	0.9492 US\$	ကိုက်ညီမှုရှိ
2. Knitted Outerwears	1.4108 US\$	။
3. Knitted Pant	1.1517 US\$	။
4. Knitted Dress	1.1275 US\$	။

- (ဂ) နှစ်စဉ်ထုတ်လုပ်မှု၊ စက်အင်အား၊ လူအင်အားအချိုးအစား ညီမျှမှု ရှိ/မရှိ

ထုတ်လုပ်မှု အမျိုးအစား	စက်အင်အား အရေအတွက်	တစ်ရက် ထုတ်လုပ်နိုင်မှု	တစ်နှစ်ထုတ်လုပ်မှု (၃၁၀) ရက်
1. Knitted Crew Neck Tee Shirt	1338Sets	40258Pcs	12479980Pcs
2. Knitted Outerwears	310Sets	9290Pcs	2879900Pcs
3. Knitted Pant	226Sets	6813Pcs	2112030Pcs
4. Knitted Dress	185Sets	5574Pcs	1727940Pcs

အဆိုပြုချက်ပါ စက်အင်အား ၂၀၀၀ကျော်အသုံးပြု၍ ပြည်တွင်း အလုပ်သမား ၅၀၀၀ ကျော်နှင့် နိုင်ငံခြားသားကျွမ်းကျင်လုပ်သား ၁၄၀ ကျော်လုပ်ကိုင်မည်ဖြစ်ရာ စက်အင် အားနှင့် လူအင်အားအချိုးအစားကိုက်ညီမှုရှိကြောင်းတွေ့ရှိရပါသည်။

၃။ သို့ဖြစ်၍ Karisma Apparel (Myanmar) Co.,Ltd ကို ခွင့်ပြုပေးသင့်ပြီး မြန်မာနိုင်ငံ ရင်းနှီးမြှုပ်နှံမှု ကော်မရှင်၏ ခွင့်ပြုချက်ရရှိပါက အလုပ်အကိုင် အခွင့်အလမ်းများ ပိုမိုရရှိစေပြီး ဆင်းရဲနွမ်းပါးမှု လျော့ချရေးကို အထောက်အကူ ပြုနိုင်မည်ဖြစ်ရာ CMP စနစ်ဖြင့် ချည်သား၊ ဆွဲသားများထုတ်လုပ်ခြင်း လုပ်ငန်း လုပ်ကိုင်ခွင့်ကို အားပေး ဆောင်ရွက်စေသင့်ပါကြောင်း တင်ပြအပ် ပါသည်။



ဥက္ကဋ္ဌ(ကိုယ်စား)

(ထင်အောင်၊ အတွင်းရေးမှူး)

(ဒုတိယဝန်ကြီး၊အလုပ်သမား၊အလုပ်အကိုင်နှင့်လူမှုဖူလုံရေးဝန်ကြီးဌာန)

မိတ္တူကို

အလုပ်သမားညွှန်ကြားရေးဦးစီးဌာန

(CMP လုပ်ငန်းများ စစ်ဆေးရေးဆပ်ကော်မတီ)

အလုပ်ရုံနှင့်အလုပ်သမားဥပဒေစစ်ဆေးရေးဦးစီးဌာန

(CMP လုပ်ငန်းများ မြေပြင်ကွင်းဆင်းစစ်ဆေးရေးအဖွဲ့)

ဥက္ကဋ္ဌ

(ပဲခူးတိုင်းဒေသကြီး၊ CMP လုပ်ငန်းများမြေပြင်ကွင်းဆင်းစစ်ဆေးရေးအဖွဲ့)

(အလုပ်သမားညွှန်ကြားရေးဦးစီးဌာန)

Karisma Apparel (Myanmar) Co.,Ltd

ရုံးလက်ခံ

မျှော်စာတွဲ



PROPOSAL
TO THE
MYANMAR INVESTMENT COMMISSION
FOR
MANUFACTURING OF GARMENT FACTORY

KARISMA APPAREL

(MYANMAR) COMPANY LIMITED



Concept 2001 (Sportswear) Company Limited

^{36th} Floor, Laws Commercial Plaza, 788 Cheung Sha Wan Road,

Lai Chi Kok, Kowloon, Hong Kong

To: The Chairman,
Myanmar Investment Commission,
Yangon, Myanmar.

Dear Sir,

Re: Application for issue of Permit under the provision of the Republic of the Union of Myanmar Foreign Investment Law

On behalf of Concept 2001 (Sportswear) Company Limited & Laws Garments Limited, private companies registered in Hong Kong, we wish to apply permission to establish and operate a garment manufacturing company under the Union of Myanmar Foreign Investment Law to be named as "Karisma Apparel (Myanmar) Company Limited".

The proposed shareholders of Karisma Apparel (Myanmar) Company Limited will be Concept 2001 (Sportswear) Company Limited and Laws Garments Limited.

Karisma Apparel (Myanmar) Company Limited leased land from the Bago Regional Government, the Republic of the Union of Myanmar for the purpose of constructing and operating a garment manufacturing factory.

Major points of the proposed investment are as follows:-

(1) Project:

Construction of a garment manufacturing factory to produce casual wears and garments with CMP basis.

(2) Location:

On land (Plot No.: 18, 19 & 20) of 15 Acres (60,702.84 Square Meters) at Bago Foreign Industrial Zone.

(3) Period of Construction:

Ground breaking date will take place 6 (six) months from the date of receiving of MIC Permit. The Construction period is estimated to be 18 (eighteen) Months from the ground breaking date.

(4) Estimated Total Project Cost:

US\$20.0 Million (Twenty Million US Dollars)

(5) Annual Land Rental:

The rent shall be calculated at US\$2.00 (Two Dollars only) per square meter per annum for the first 10 years which shall be payable annually in advance within 30 days at the beginning of every contracted year. The rate of annual land rent will be at US\$2.50 (Two point five US Dollars) and US\$3.00 (Three US Dollars) per square meter for 2nd and 3rd 10 (Ten) years respectively.

(6) Land Lease Terms:

50 (fifty) Years commencing from the date of handing over of the leased land and extendible for another 2 (two) terms of 10 (ten) years each.

(7) Estimated Total Staffs:

Local personnel: 5,000 (97.09%)

Foreign experts & Technicians: 150 (2.91%)

Total: 5,150 Heads

The purpose of the above application, we submit herewith the proposal of the Promoter to Myanmar Investment Commission in the Republic of the Union of Myanmar, together with supporting documents for the commission's consideration.

We also request to allow us exemptions and reliefs under Section 27 of Chapter 12 of the New Foreign Investment Law.

We would like to commence work on the project as soon as possible and look forward to receiving a rapid reply very soon.

Yours Sincerely,



Cheung Kwok Wing David

Director

20 DEC 2013

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အတွင်း နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှု
ပြုလုပ်ရန် ကမကထပြုသူ၏ ဆောင်ရွက်ရန်
အဆိုပြုချက်

PROPOSAL OF THE PROMOTER TO MAKE
FOREIGN INVESTMENT IN THE
REPUBLIC OF THE UNION OF MYANMAR

**Proposal Form of Investor/Promoter for the investment to be made in the Republic of the
Union of Myanmar**

To

Chairman
Myanmar Investment Commission

Reference No.

Date.

I do apply for the permission to make investment in the Republic of the Union of Myanmar in accordance with the Foreign Investment Law by furnishing the following particulars:-

1. The Investor's or Promoter's:-

- (a) Name: Mr. Cheung Kwok Wing David
- (b) Father's name: Mr. Cheung Kwan
- (c) ID No./National Registration Card No./Passport No.: 706346332
- (d) Citizenship: British
- (e) Address:
 - (i) Address in Myanmar: _____
 - (ii) Residence abroad: -38 D Block 6, Lynwood Court, Kingswood Villas, Tin Shui Wai, Yuen Long, Hong Kong
- (f) Name of principle organization: Concept 2001 (Sportwear) Company Limited
- (g) Type of business: Garment Manufacturing
- (h) Principle company's address: 36 F, Laws Commercial Plaza, 788 Cheung Sha Wan Road, Lai Chi Kok, Kowloon, Hong Kong

2. If the investment business is formed under Joint Venture, partners':-

- (a) Name: NA
- (b) Father's name: NA
- (c) ID No./National Registration Card No./Passport No. : NA
- (d) Citizenship: NA
- (e) Address: NA
 - (i) Address in Myanmar: NA
 - (ii) Residence abroad: NA

- (f) Parent company: NA
- (g) Type of business: NA
- (h) Parent company's address: NA

Remark: The following documents need to attach according to the above paragraph (1) and (2):-

- (1) Company registration certificate (copy): Concept 2001 Company Registration (Please see Annex - 1).
- (2) National Registration Card (copy) and passport (copy): (Please see Annex - 1).
- (3) Evidences about the business and financial conditions of the conditions of the participants of the proposed investment business;

3. Type of proposed investment business:-

- (a) Manufacturing: Garments: Knit, Woven
- (b) Service business related with manufacturing: NA
- (c) Service: NA
- (d) Others: NA

Remark: Expressions about the nature of business with regard to the above paragraph (3)

4. Type of business organization to be formed:-

- (a) One hundred percent: (100% Foreign Investment) Karisma Apparel (Myanmar) Co., Ltd (Please see Annex 19).
- (b) Joint Venture:
 - (i) Foreigner and citizen NA
 - (ii) Foreigner and Government department / or organization NA
- (c) By contractual basis:
 - (i) Foreigner and citizen: NA
 - (ii) Foreigner and Government Department/organization:

Remark: The following information needs to attach for the above Paragraph (4):-

- (i) Share ratio for the authorized capital from abroad and local, names, citizenships, addresses and occupations of the directors: (Please see Annex 2).
- (ii) Joint Venture Agreement (Draft) and recommendation of the Union Attorney General Office if the investment is related with the State:
- (iii) Contract (Agreement) (Draft):

5. Particulars relating to company incorporation

- (a) Authorized capital: USD 1,000,000
- (b) Type of shares: Ordinary
- (c) Number of shares: 1,000,000 Shares of USD 1 Each.

Remark: Memorandum of Association and Articles of Association of the Company shall be submitted with regard to above paragraph 5. **(Please see Annex 19).**

6 Particulars relating to capital of the investment business

		US\$ (Million)		
		Equity NA	Loan NA	Total NA
(a)	Amount/percentage of local capital to be contributed			
(b)	Amount/percentage of foreign capital to be contributed	6	14	20
Total-		6	14	20
(c)	Annually or period of proposed capital to be brought in: USD 15 million in first year and USD 5 million in second year (Please see Annex 3) .			
(d)	Last date of capital brought in: Within (2) years after MIC Permit.			
(e)	Proposed duration of investment: 50 (fifty) years extendable to 10 (ten) years 2 (two) terms			
(f)	Commencement date of construction: Within 6 months after MIC permit is approved			
(g)	Construction period: About 18 months			

Remark: Describe with annexure if it is required for the above Para 6 (c)

7. Detail list of foreign capital to be brought in –

	Foreign currency US\$ (Million)	Equivalent Kyat (Million)
(a) Foreign currency (Type and amount)	3.21	3,140
(b) Machinery and equipment and value (to enclose detail list) (Please see Annex 4).	16.79	16,420
(c) List initial raw materials and value		

(d)	Value of license, intellectual property	NA	
(e)	Value of technical know-how	NA	
(f)	Others		
Total		20	19,560

Exchange rate 1 US\$ = Kyat 978

Remark: The evidence of permission shall be submitted for the above para 7 (d) and (e).

8. Detail list of local capital to be contributed -

	Kyat (Million)
(a) Amount	NA
(b) Value machinery and equipment (to enclose detail list)	NA
(c) Rental rate for building/land	NA
(d) Cost of building construction	NA
(e) Value of furniture and assets (to enclose detail list)	NA
(f) Value of initial raw material requirement (to enclose detail list)	NA
(g) Others	NA
Total	

9. Particulars about the investment business -

- (a) Investment location(s)/place :Bago Foreign Industrial Zone in the Bago Region
- (b) Type and area requirement for land of land and building
- (i) Location Plot Lot #18, 19 & 20 in Bago Foreign Industrial Zone
- (ii) Number of land/building and area 15 Acres (60, 703 square meters)

(iii) Owner of the land Bago Regional Government
(aa) Name/company/department _____
(bb) National Registration Card No. _____
(cc) Address _____

(iv) Type of land Industrial Land

(v) Period of land lease contract (50) years extendable to (10) years (2) terms

(vi) Lease period 25 February 2014 from 25 February 2063 to (50) year

(vii) Lease rate _____
(aa) Land : USD 2 per square-meter per annum for 1st 10 years
USD 2.5 per square meter per annum for 2nd 10 years
USD 3.0 per square meter for 3rd 10 years
(bb) Building: NA

(viii) Ward _____

(ix) Township _____

(x) State / Region Bago Region

(xi) Lessee Karisma Apparel (Myanmar) Co., Ltd
(aa) Name / company / department NA
(bb) Father's name NA
(cc) Citizenship NA
(dd) ID No. / Passport No. NA
(ee) Resident Address No. 112, 1st Floor, 49th Street, Pazundaung Township
Yangon, Myanmar.

Remark: Following particulars have to enclosed for above Para 9 (b)

- (i) to enclose land map, land ownership and ownership evidences;
- (ii) draft land lease agreement, recommendation from the Union Attorney General Office if the land is related to the State; (**Please see Annex 10**).

(c) Requirement of building to be constructed;

- (ii) Area; Total 539,393 square feet (For more detail Please see Annex 9).

(d) Product to be produced/Service

- (1) Name of product; Knit, Woven
- (2) Estimate amount to be produced annually; 1.6 million dozens per year
- (3) Type of service; NA
- (4) Estimate value of service annually; NA

Remark:Detail list shall be enclosed with regard to the above para 9 (d).
(Please see Annex 6).

(e) Annual requirement of materials raw materials (Please see Annex -5).

Remark: According to the above para 9 (e) detail list of products in terms of type of products, quantity, value, technical specifications for the production shall be listed and enclosed.

(f) Production system; Intelligent Automation System & PLS System

(g) Technology; RFID Real Time Monitored Management

(h) System of sales; C.M.P System

(i) Annual fuel requirement; (Please see Annex -8).

(j) Annual electricity requirement; (Please see Annex -8).

(k) Annual water requirement; (Please see Annex -8).

10. Detail information about financial standing-

(a) Name/company's name Concept 2001 (Sportswear) Co., Ltd & Law Garments Ltd

(b) ID No./National Registration Card No./Passport No. (Please see Annex 20)

(c) Bank Account No. (Please see Annex 18).

Remark: To enclose bank statement from resident country or annual audit report of the principle company with regard to the above para 10.

11. Number of personnel required for the proposed economic activity;-

(a) Local personnel (5,000) Number (97.09)%
(Please see Annex 7).

(b) Foreign experts (150) Number (2.91)%
and technicians
(Please see Annex 7).

(Engineer, QC, Buyer, Management, etc. based on the nature of business and required period)

Remark: As per para 11 the following information shall be enclosed:-

(i) Number of personnel, occupation, salary, etc;

(ii) Social security and welfare arrangements for personnel;

(iii) Family accompany with foreign employee;

12. Particulars relating to economic justification: -

	Foreign Currency	Equivalent Estimated Kyat
(a) Annual income
(b) Annual expenditure
(c) Annual net profit
(d) Yearly investments
(e) Recoupment period
(f) Other benefits
(to enclose detail calculations)	For para 12(a) to (f) (Please see Annex-6 & 11)	

13. Evaluation of environmental impact:- (Please see Annex- 12)

- (a) Organization for evaluation of environmental assessment;
- (b) Duration of the evaluation for environmental assessment;
- (c) Compensation programme for environmental damages
- (d) Water purification system and waste water treatment system;
- (e) Waste management system;
- (f) System for storage of chemicals

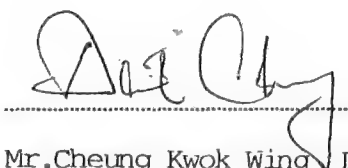
14. Evaluation on social impact assessments; (Please see Annex-13)

- (a) Organization for evaluation of social impact assessments;
- (b) Duration of the evaluation for social impact assessments;
- (c) Corporate social responsibility programme;

Other

(Annex-14); Loan Agreement
(Annex-15,16 &17)-Undertakings

Signature



Name

Mr. Cheung Kwok Wing David

Designation

Director
Karisma Apparel (Myanmar) Co., Ltd

繳款後，請沿虛線剪下並將有效的商業/分行登記證展示在營業地點。
Please cut along the dotted line after making payment and display the valid business/branch registration certificate.

正 本
ORIGINAL

表格 2 FORM 2
(商業登記條例) (第 310 章)
BUSINESS REGISTRATION ORDINANCE (Chapter 310)
(商業登記規例)
BUSINESS REGISTRATION REGULATIONS
商業 / 分行登記證 Business / Branch Registration Certificate

[第 5 條]
[regulation 5]

XXXXXXXXXX
XXXXXXXXXX

業務 / 法團所用名稱
Name of Business/
Corporation

業務 / 分行名稱
Business/
Branch Name

地址
Address

業務性質
Nature of Business

法律地位
Status

生效日期
Date of Commencement

屆滿日期
Date of Expiry

登記證號碼
Certificate No.

登記費及徵費
Fee and Levy

創意 2001 有限公司
CONCEPT 2001 (SPORTSWEAR)
COMPANY LIMITED

36/F
LAWS COMMERCIAL PLAZA
788 CHEUNG SHA WAN ROAD
KL

GARMENTS WHOLESALE & RETAIL

BODY CORPORATE

08/08/2013 04/08/2014 12081733-000-08-13-2

(登記費 FEE = \$ 0)
(徵費 LEVY = \$250)

請注意下列《商業登記條例》的規定：
Please note the following requirements of the Business Registration Ordinance:

1. 第 6(6)條規定任何業務獲發商業登記證或分行登記證，並不表示該業務或經營該業務的人或受僱於該業務的僱員已遵從有關的任何法律規定。

1. Section 6(6) provides that the issue of a business registration certificate or a branch registration certificate shall not be deemed to imply that the requirements of any law in relation to such business or to the persons carrying on the same or employed therein have been complied with.

2. 第 12 條規定各業務須將其有效的商業登記證或有效的分行登記證於每一營業地點展示。

2. Section 12 provides that valid business registration certificate or valid branch registration certificate shall be displayed at every address where business is carried on.

繳款時請將此商業/分行登記證及繳款通知書完整交出。在付款後，本繳款通知書方成為有效的商業/分行登記證。(請參閱背頁繳款辦法所載內容。)
Please produce this certificate and demand note intact at time of payment. This demand note will only become a valid business/branch registration certificate upon payment. (Please see payment instructions overleaf.)

機印所示登記費及徵費收訖。 RECEIVED FEE AND LEVY HERE STATED IN PRINTED FIGURES.

繳款後，請沿虛線剪下並將有效的商業/分行登記證展示在營業地點。

Please cut along the dotted line after making payment and display the valid business/branch registration certificate at the place of business.

正 本		表格 2 FORM 2		[第 5 條]	
ORIGINAL		BUSINESS REGISTRATION ORDINANCE (Chapter 310)		[regulation 5]	
		(商業登記條例)			
		BUSINESS REGISTRATION REGULATIONS			
		商業 / 分行登記證 Business / Branch Registration Certificate			
					
業務 / 法團所用名稱 Name of Business/ Corporation		羅氏製衣有限公司 LAWS GARMENTS LTD			
業務 / 分行名稱 Business/ Branch Name		*****			
地址 Address		36/F LAWS COMMERCIAL PLAZA 788 CHEUNG SHA WAN ROAD KL			
業務性質 Nature of Business		TRADING & GARMENT MFG			
法律地位 Status		BODY CORPORATE			
生效日期 Date of Commencement		屆滿日期 Date of Expiry		登記證號碼 Certificate No.	
13/01/2013		12/01/2014		07279674-000-01-13-3	
				登記費及徵費 Fee and Levy	
				\$450	
				(登記費 FEE = \$ 0)	
				(徵費 LEVY = \$450)	

請注意下列《商業登記條例》的規定：

Please note the following requirements of the Business Registration Ordinance:

1. 第 6(6)條規定任何業務獲發商業登記證或分行登記證，並不表示該業務或經營該業務的人或受僱於該業務的僱員已遵從有關的任何法律規定。
1. Section 6(6) provides that the issue of a business registration certificate or a branch registration certificate shall not be deemed to imply that the requirements of any law in relation to such business or to the persons carrying on the same or employed therein have been complied with.
2. 第 12 條規定各業務須將其有效的商業登記證或有效的分行登記證於每一營業地點展示。
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繳款時請將此商業/分行登記證及繳款通知書完整交出。在付款後，本繳款通知書方成為有效的商業/分行登記證。(請參閱背頁繳款辦法所載內容。)

Please produce this certificate and demand note intact at time of payment. This demand note will only become a valid business/branch registration certificate upon payment. (Please see payment instructions overleaf.)

繳印所示登記費及徵費收訖。 RECEIVED FEE AND LEVY HERE STATED IN PRINTED FIGURES.

202011/01/13 26YUR002 000149 CHQ

\$450.00 5

KARISMA APPAREL (MYANMAR) COMPANY LIMITED

LIST AND PARTICULARS OF SHAREHOLDERS

No	Shareholders	Details	Number of Shares taken
1	Name: Address: Place of Incorporation	Concept 2001 (Sportswear) Company Limited 36th Floor, Laws Commercial Plaza, 788 Cheung Sha Wan Road, Lai Chi Kok Kowloon, Hong Kong. Hong Kong	149,999
2	Name: Address: Place of Incorporation	Laws Garments Limited 36th Floor, Laws Commercial Plaza, 788 Cheung Sha Wan Road, Lai Chi Kok Kowloon, Hong Kong. Hong Kong	1 (nominee)



FORM XXVI

PARTICULARS OF DIRECTORS, MANAGERS AND MANAGING AGENTS AND OF ANY CHANGES THEREIN
(Myanmar Companies Act, See Section 87)

Name of Company : Karisma Apparel (Myanmar) Co., Ltd

Presented by : Mr. Cheung Kwok Wing David

The Present Christian name or names of surnames	Nationality, National Registration Card No.	Usual Residential Address	Other Business Occupation	Changes
1. Mr. Cheung Kwok Wing David	British PP No. 706346332	38D, Block 6, Lynwood Court, Kingswood Villas, Tin Shui Wai Yuen Long, Hong Kong	Businessman	First Director
2. Mr. Pau Chung Keung	Chinese PP No. KJ 0104804	Flat 4, 21st Floor, Block H, Yuet Lai Court, Lai King, Kowloon, Hong Kong.	Businessman	First Director
3. Mr. Leung Chun Fai	Chinese PP No. KJ 0080927	Flat B, 27th floor, Tower 2, Hill Paramount, 18 Hin Tai Street, Shatin, New Territories, Hong Kong.	Businessman	First Director

NOTE :

- (1) A complete list of the Directors or Managers or Managing Agents shown as existing in the last particulars.
(2) A note of the changes since the last list should be made in the column for "Changes" by placing against the new Director's name the word "in place of" and by writing against any former Director's name the word "dead " "resigned" or as the case may be giving the date of change against the entry

Dated this 5th September 2013

Signature
Designation

KARISMA APPAREL (MYANMAR) COMPANY LIMITED.No.112 (First Floor), 49th Street, Pazundaung Township, Yangon, Myanmar

Phone : 297120,299782

Proposed capital brought in annually / duration:

	USD Million
1. For first year	15
2. For second year	5
Total	<u>20</u>

Interest & Repayment Schedule for Shareholder Loan

Year	Loan Capital	Repayment	Interest (3%)
	US\$	US\$	US\$
1	14,000,000	0	0
2	14,000,000	0	420,000
3	14,000,000	0	420,000
4	14,000,000	0	420,000
5	14,000,000	0	420,000
6	14,000,000	0	420,000
7	14,000,000	0	420,000
8	13,000,000	1,000,000	390,000
9	10,000,000	3,000,000	300,000
10	7,000,000	3,000,000	210,000
11	4,000,000	3,000,000	120,000
12	1,000,000	3,000,000	30,000
13	0	1,000,000	0
14	0	0	0
15	0	0	0
16	0	0	0
17	0	0	0
18	0	0	0
19	0	0	0
20	0	0	0
21	0	0	0
22	0	0	0
23	0	0	0
24	0	0	0
25	0	0	0
26	0	0	0
27	0	0	0
28	0	0	0
29	0	0	0
30	0	0	0
	Total	14,000,000	3,570,000

List of Machinery and Equipment (Import)

Sr. No.	Equipments	Quantity	Unit	Unit Price	Total Amount
1	Light Box	3	Set	US\$3,250	US\$9,750
2	Fabric Inspection Machine	6	Set	US\$3,300	US\$19,800
3	Fabric Relaxation Machine	6	Set	US\$1,620	US\$9,720
4	Shrinkage and forming fabric Machine	3	Set	US\$3,500	US\$10,500
5	Binding Cutting Machine	3	Set	US\$4,100	US\$12,300
6	Fabric Rolling Machine	3	Set	US\$3,200	US\$9,600
7	Sticker printer	3	Set	US\$1,285	US\$3,855
8	Manual Hydraumatic Forklift	25	Set	US\$300	US\$7,500
9	Fabric End cutter	36	Set	US\$300	US\$10,800
10	Die Cut Machine	6	Set	US\$3,000	US\$18,000
11	Straight Knife Cutting Machine with auto-sharpening	50	Set	US\$1,400	US\$70,000
12	Air-operated Heat transfer Machine	20	Set	US\$1,000	US\$20,000
13	Air Float Cutting Table with electric tracking Set	24	Set	US\$8,400	US\$201,600
14	Assembly Wood & Steel Cutting Table Set	24	set	US\$7,500	US\$180,000
15	Automatic Fabric Spreading Machine	24	Set	US\$26,000	US\$624,000
16	Standard Attachment for Automatic Fabric Spreading Machine	24	Set	US\$1,500	US\$36,000
17	Manual Fabric Spreading Machine and accessories & rail	24	Set	US\$3,500	US\$84,000
18	Computerized Cutting Machine	2	Set	US\$200,000	US\$400,000
19	Fabric Lifter	24	Set	US\$2,300	US\$55,200
20	Electric weighting Scale	15	Set	US\$180	US\$2,700
21	Pattern Writer	3	Set	US\$4,000	US\$12,000
22	Patterns Cutting Plotter	3	Set	US\$3,500	US\$10,500
23	Marker Plotter	3	Set	US\$6,000	US\$18,000
24	Stainless Steel Glove	80	Piece	US\$80	US\$6,400
25	Fusing Machine	6	Set	US\$3,500	US\$21,000
26	Bandknife Cutting Machine	1	Set	US\$2,000	US\$2,000
27	Bias Cut Binding Cutting Machine (for Circular fabric)	3	Set	US\$1,500	US\$4,500
28	Stainless Steel fabric Scissors	100	Set	US\$60	US\$6,000
29	Handhold Numbering Machine	30	Set	US\$35	US\$1,050
30	Intelligent Automation Hanging Production System & Facilities	1476	Station		
a	380-Volt AC Motor	82	Piece	US\$10	US\$820
b	220-Volt AC Motor	1476	Piece	US\$6	US\$8,856
c	Frequency Inverter	41	Piece	US\$25	US\$1,025
d	Electrical Relay	41	Piece	US\$23	US\$943
e	Air Cylinder	4430	Piece	US\$20	US\$88,600
f	Trip Gear	2952	Set	US\$67	US\$197,784
g	Into station and out station components	1476	Set	US\$80	US\$118,080
h	Limit Switch	1476	Piece	US\$50	US\$73,800
i	Main Rail Chain	1476	Piece	US\$90	US\$132,840
j	White Chain	1476	Piece	US\$10	US\$14,760
k	Solenoid Vent Valve	740	Piece	US\$12	US\$8,880
l	Capacitance Box	740	Piece	US\$12	US\$8,880
m	Main Board	370	Piece	US\$90	US\$33,300
n	Card Reader	2951	Piece	US\$85	US\$250,835
o	Photoelectric Switch	1476	Piece	US\$35	US\$51,660
p	Handheld Terminal	1476	Piece	US\$45	US\$66,420
q	Push Button	1476	Piece	US\$12	US\$17,712
r	PLC/Programmable Logic Controller	41	Piece	US\$70	US\$2,870
s	Electronic Hangers	30000	Piece	US\$9	US\$270,000
t	Desktop Card Reader	41	Piece	US\$85	US\$3,485
u	CAN Bus Device	41	Piece	US\$30	US\$1,230
v	Granddog	41	Piece	US\$35	US\$1,435
w	Attached accessories	41	Set	US\$50	US\$2,050
31	Single Needle Lockstitch Sewing Machine	210	Set	US\$340	US\$71,400
		695	Set	US\$470	US\$326,650
32	Flatlock Sewing Machine	24	Set	US\$500	US\$12,000
		21	Set	US\$500	US\$10,500
		252	Set	US\$2,000	US\$504,000
		28	Set	US\$2,380	US\$66,640
		20	Set	US\$850	US\$17,000
		5	Set	US\$750	US\$3,750

		5	Set	US\$1,000	US\$5,000
		6	Set	US\$500	US\$3,000
		31	Set	US\$3,080	US\$95,480
		31	Set	US\$4,600	US\$142,600
33	4-Thread Overlock Sewing Machine	25	Set	US\$2,000	US\$50,000
		556	Set	US\$1,030	US\$572,680
34	Computer-controlled Cycle Machine	10	Set	US\$7,550	US\$75,500
		10	Set	US\$17,950	US\$179,500
35	Buttonhole Sewing Machine	17	Set	US\$3,500	US\$59,500
36	Button Mounting Machine	17	Set	US\$4,500	US\$76,500
37	Bartack Sewing Machine	55	Set	US\$3,000	US\$165,000
38	Double Needle Chainstitch/Lockstitch Sewing Machine	35	Set	US\$900	US\$31,500
		30	Set	US\$1,015	US\$30,450
39	Multi-needle Sewing Machine	15	Set	US\$1,200	US\$18,000
40	Single Needle Cutedge Sewing Machine	6	Set	US\$1,000	US\$6,000
41	5-thread Overedge Sewing Machine	20	Set	US\$500	US\$10,000
42	Automatic Placket Sewing Machine	5	Set	US\$20,500	US\$102,500
43	Multi purpose Sewing Machine	150	Set	US\$5,000	US\$750,000
44	Attachments and Accessories for Sewing Machine	200	Set	US\$1,200	US\$240,000
45	Electric Snap Attaching Machine	20	Set	US\$600	US\$12,000
46	Thread End Trimming Machine	160	Set	US\$400	US\$64,000
47	Steam Iron	180	Set	US\$65	US\$11,700
48	Vacuum Suck Ironing Table	180	Set	US\$500	US\$90,000
49	Automatic Conveyor for Ironing Table	10	Set	US\$2,000	US\$20,000
50	Electric Heating Steam Boiler	4	Set	US\$1,000	US\$4,000
51	Industrial Washing Machine	10	Set	US\$11,500	US\$115,000
52	Industrial Extracting Machine	10	Set	US\$8,400	US\$84,000
53	Industrial Drying Machine	50	Set	US\$7,200	US\$360,000
54	Washing & Extracting Combined Machine	12	Set	US\$33,000	US\$396,000
55	Cleaning Spray	15	Set	US\$235	US\$3,525
56	Metal Detector	8	Set	US\$9,000	US\$72,000
57	Handy Metal Detector	50	Set	US\$420	US\$21,000
58	Thread Sucking Machine	6	Set	US\$700	US\$4,200
59	Straping Machine	12	Set	US\$500	US\$6,000
60	Cloth Edge Abraser	6	Set	US\$250	US\$1,500
61	Computerized Embroidery Machines	17	Set	US\$70,000	US\$1,190,000
		17	Set	US\$68,000	US\$1,156,000
62	Octopus Printing Machines	3	Set	US\$70,000	US\$210,000
		1	Set	US\$80,000	US\$80,000
63	Oval Screen Printing Machines	3	Set	US\$156,000	US\$468,000
64	Intelligent Production Management System & Facilities				
a	Wireless Handheld Terminal	2000	Set	US\$110	US\$220,000
b	Wireless Receiving Antenna	15	Set	US\$120	US\$1,800
c	Card Dispenser	6	Set	US\$130	US\$780
d	Wireless Terminal Power Cord	2000	Piece	US\$5	US\$10,000
e	RFID Circular card	300000	Piece	US\$0.5	US\$150,000
65	Big Electric Exhaust Cone Fan	150	Set	US\$900	US\$135,000
66	180" Super Spider Fan	10	Set	US\$1,500	US\$15,000
67	160" Super Spider Fan	10	Set	US\$1,400	US\$14,000
68	Ceiling Fan	600	Set	US\$24	US\$14,400
69	Thread Divider	10	Set	US\$250	US\$2,500
70	Explosion Proof Lamp Set	250	Set	US\$55	US\$13,750
71	Generator (340KVA)	1	Set	US\$60,000	US\$60,000
72	Generator (400 KVA)	1	Set	US\$80,000	US\$80,000
73	Generator (1,250 KVA)	1	Set	US\$160,000	US\$160,000
74	Generator (1,675 KVA)	2	Set	US\$220,000	US\$440,000
75	Generator (2,250 KVA)	1	Set	US\$240,000	US\$240,000
76	Biomass Boiler (8T/Hr.) and attached equipments and accessories	1	Set	US\$65,000	US\$65,000
77	Biomass Boiler (6T/Hr.) and attached equipments and accessories	2	Set	US\$50,000	US\$100,000
78	Biomass Boiler (2T/Hr.) and attached equipments and accessories	1	Set	US\$35,000	US\$35,000
79	Diesel Boiler (4T/Hr.) and attached Equipments	2	Set	US\$70,000	US\$140,000
80	Paper Corrugating & Rolling Machine	1	Set	US\$80,000	US\$80,000
81	Paper Die Cut & Press Machines	6	Set	US\$15,000	US\$90,000
82	Paper Printing Machine	6	Set	US\$5,000	US\$30,000

83	Carton Box Staplers	4	Set	US\$3,000	US\$12,000
84	Air Compressor	2	Set	US\$3,000	US\$6,000
		4	Set	US\$9,000	US\$36,000
85	Air Dryer for Air Compressor	4	Set	US\$1,600	US\$6,400
86	Filter for Air Compressor	4	Set	US\$1,000	US\$4,000
87	Segregator for Air Compressor	4	Set	US\$1,000	US\$4,000
88	Pressure Vessel (6 Cubic meters)	3	Set	US\$5,000	US\$15,000
89	Cargo Lift	2	Set	US\$50,000	US\$100,000
90	Water Cooling & Negative Pressure Ventilation System & facilities				
	Beltless Cone Fan	216	Set	US\$800	US\$172,800
	Electronic Automatic Control unit	9	Set	US\$2,800	US\$25,200
	Cooling Pads	1080	Set	US\$100	US\$108,000
	upper & lower aluminum trough	108	Set	US\$540	US\$58,320
	aluminum side cover	108	Set	US\$150	US\$16,200
	PVC Napple	216	Set	US\$10	US\$2,160
	Water pump	23	Set	US\$780	US\$17,940
91	Flat Plate Cleaning Machine	8	Set	US\$245	US\$1,960
92	Eye Bath Tub	5	Set	US\$60	US\$300
93	Warehouse Storage Rack set	3	Set	US\$25,000	US\$75,000
94	Stylus Printer	5	Set	US\$600	US\$3,000
95	T5 Light Tube/LCD Light Tube Set	5000	Set	US\$8	US\$40,000
96	LED Light Tube Set	5000	Set	US\$12	US\$60,000
97	Automatic Voltage Stabilizer	5	Set	US\$6,000	US\$30,000
98	Solar Energy Panel	200	Set	US\$100	US\$20,000
99	Water Filter System with attached facilities	4	Set	US\$15,000	US\$60,000
100	Flatbed Pattern Cutting Plotter	2	Set	US\$5,000	US\$10,000
101	PVC Sheet	1000	Piece	US\$10	US\$10,000
102	Conveyer Belt transportation system with attached equipment	4	Set	US\$18,000	US\$72,000
103	Sludge Press Machine with attached piping system	2	Set	US\$16,000	US\$32,000
104	Hot Air Discharge Exhausting & piping System for dryers	3	Set	US\$12,000	US\$36,000
					US\$14,348,625

List of Vehicle and Automatic Forklift (Import)

Sr. No.	Equipments	Quantity	Unit	Unit Price	Total Amount
1	Truck (8-10 Tons)	3	Set	US\$40,000	US\$120,000
2	Gasoline Forklift	3	Set	US\$14,000	US\$42,000
3	Electric Forklift	4	Set	US\$10,000	US\$40,000
					US\$202,000

List of Machinery and Equipment (Local Purchase)

Sr. No.	Equipments	Quantity	Unit	Unit Price	Total Amount
1	Computer Sets	150	Set	US\$480	US\$72,000
2	UBS Power Bank	150	Set	US\$65	US\$9,750
3	Digital Photocopier & Printer	15	Set	US\$4,000	US\$60,000
4	Air-conditioner	80	Set	US\$480	US\$38,400
5	Safety Box	2	Set	US\$800	US\$1,600
6	Fax machine	3	Set	US\$120	US\$360
7	High Projector	3	Set	US\$9,000	US\$27,000
8	Server (CCTV/Email/PLS)	5	Set	US\$3,000	US\$15,000
9	PDBX, Communication Server	1	Set	US\$10,000	US\$10,000
10	Printing Server	1	Set	US\$1,000	US\$1,000
11	Server Power Bank (USB)	4	Set	US\$11,000	US\$44,000
12	Color Photocopier & printer	3	Set	US\$9,000	US\$27,000
13	Office Table/Chair/File Cabinet/Partition	150	Set	US\$350	US\$52,500
14	Paper Shredder	5	Set	US\$300	US\$1,500
15	Office Stationery	1	Lot	US\$5,000	US\$5,000
16	Warehouse Storage Rack set	1	Set	US\$58,000	US\$58,000
17	Pulley Ladder	8	Set	US\$100	US\$800
18	Plastic Pallet	1000	Piece	US\$40	US\$40,000

19	Electric floor scale (Max 2 tons)	1	Set	US\$1,000	US\$1,000
20	Flat Trolley	50	Set	US\$100	US\$5,000
21	Fabric Spreading Rack/Trolley	1000	Set	US\$230	US\$230,000
22	4 Wheels Metal Transport Cart	510	Set	US\$70	US\$35,700
23	Cut pieces Storage Rack	1000	Set	US\$180	US\$180,000
24	Spare Parts for Sewing-Machine (Folder, Feeder, Presser foot, Gauge set, Needle Bar & etc.)	1	Lot	US\$8,000	US\$8,000
25	Wooden Cut panel Table	600	Set	US\$40	US\$24,000
26	Wooden Stools / Chairs	2000	Set	US\$20	US\$40,000
27	Wooden Working Table	50	Set	US\$80	US\$4,000
28	Wooden Shelves	50	Set	US\$50	US\$2,500
29	Wooden Inspection Table (Small)	108	Set	US\$60	US\$6,480
30	Wooden Inspection Table (Big)	108	Set	US\$70	US\$7,560
31	Steel Hanger Rack (L2.5m x H1.7m)	800	Set	US\$150	US\$120,000
32	Semi-finished Goods storage Wooden Box	200	Set	US\$50	US\$10,000
33	4 Wheels Stainless Steel Trolley	50	Set	US\$150	US\$7,500
34	Lightning Protection System	1	Set	US\$10,000	US\$10,000
35	Electricity Switch Box	40	Set	US\$1,600	US\$64,000
36	CCTV System and facilities	1	Set	US\$40,000	US\$40,000
37	Access Control System and facilities	1	Set	US\$30,000	US\$30,000
38	Human Resource System and facilities	1	Set	US\$30,000	US\$30,000
39	Fire Alarm System and facilities	1	Set	US\$30,000	US\$30,000
40	Lighting Fixture and System with facilities	1	Set	US\$38,000	US\$38,000
41	Broadcasting System and facilities	1	Set	US\$28,000	US\$28,000
42	Working Table for Quality Control	250	Set	US\$80	US\$20,000
43	Underground Water Pumping & Piping System	2	Set	US\$18,000	US\$36,000
44	Water Purification & Treatment System	2	Set	US\$16,000	US\$32,000
45	Worker Storage Locker	5000	Set	US\$20	US\$100,000
46	Canteen Tables & Chairs	5000	Set	US\$25	US\$125,000
47	Small scissors	4000	Set	US\$1	US\$4,000
48	Grass Mower	3	Set	US\$400	US\$1,200
49	Medical First Aid Box	100	Set	US\$15	US\$1,500
50	Air Gun/Air Duster with air pipe	100	Set	US\$20	US\$2,000
51	Tag Gun	100	Set	US\$5	US\$500
52	Plastic Container & Plastic Basket	400	Piece	US\$15	US\$6,000
53	Carton Sealer	150	Set	US\$2	US\$300
54	Sign Board	1000	Set	US\$1.5	US\$1,500
55	Fire Exit indication Light	300	Set	US\$15	US\$4,500
56	Emergency Light	300	Set	US\$15	US\$4,500
57	Transformer 4,000KVA	1	Set	US\$50,000	US\$50,000
58	Transformer 1,000KVA	3	Set	US\$24,000	US\$72,000
59	Transformer 100KVA	1	Set	US\$4,500	US\$4,500
60	Steam supply piping system and facilities	1	Set	US\$30,000	US\$30,000
61	Energy Saver Light Bulb 85W Set	600	Set	US\$33	US\$19,800
62	LED Street Lamp with Stand Set	80	Set	US\$500	US\$40,000
63	Fire Extinguisher (Dry Powder) 4Kgs	350	Pieces	US\$10	US\$3,500
64	Fire Extinguisher (Dry Powder) 35Kgs	50	Pieces	US\$70	US\$3,500
65	Fire Extinguisher (Foam)	25	Pieces	US\$35	US\$875
66	Fire Extinguishing Sand Bin	100	Pieces	US\$6	US\$600
67	High Pressure Air Container with Piping for Air compressors	4	Set	US\$13,000	US\$52,000
68	Compressed air supply piping, meters and valves	1	Set	US\$20,000	US\$20,000
69	Solar Hot water System	1	Set	US\$12,000	US\$12,000
70	Fire Hydrant, Fire Hose & Fire Hose Box Set	100	Set	US\$300	US\$30,000
71	Vehicle	3	Set	US\$28,000	US\$84,000
72	Coach	2	Set	US\$32,000	US\$64,000
					US\$2,241,425

Grand Total: US\$16,792,050

Proposed Garment Manufacturing Plant In Bago, Myanmar
 Protected Annual Raw Material Requirements and costs for 30 years

Series Items	Unit	Year 1 (Pre-operation)	Year 2 (238,000 Dozs)				Year 3 (840,000 Dozs)				Year 4 (919,800 Dozs)				Year 5 (1,007,181 Dozs)				Year 6 (1,102,863 Dozs)			
Quantity	Unit	Quantity	Quantity	Unit	Unit Price (US\$)	Total Cost (US\$)	Quantity	Unit	Unit Price (US\$)	Total Cost (US\$)	Quantity	Unit	Unit Price (US\$)	Total Cost (US\$)	Quantity	Unit	Unit Price (US\$)	Total Cost (US\$)	Quantity	Unit	Unit Price (US\$)	Total Cost (US\$)
			0	Kgs	4.48	3,814,765	3,005,687	Kgs	4.48	13,465,812	3,341,487	Kgs	4.66	15,569,043	3,694,869	Kgs	4.85	17,904,183	4,045,882	Kgs	5.04	20,389,284
1	Knitted Shell Fabric	0	851,489	Kgs	4.79	205,444	151,222	Kgs	4.79	725,050	164,516	Kgs	4.99	820,341	179,379	Kgs	5.19	930,232	196,420	Kgs	5.39	1,059,348
2	Knitted Trim Fabric	0	42,849	Kgs	1.37	33,798	86,925	Yards	1.37	119,285	94,914	Yards	1.43	135,458	103,740	Yards	1.48	153,977	113,595	Yards	1.54	175,349
3	Woven Trim Fabric	0	24,629	Yards	0.53	41,165	273,155	Cones	0.53	145,303	301,784	Cones	0.55	166,953	332,370	Cones	0.58	191,229	363,945	Cones	0.60	217,771
4	Spun Polyester Thread	0	77,387	Cones	0.68	47,600	273,155	Cones	0.68	114,900	183,960	Cones	0.71	130,848	201,436	Cones	0.74	149,009	220,572	Cones	0.77	169,692
5	Cotton Thread	0	47,600	Cones	0.73	17,453	84,000	Cones	0.73	61,599	91,980	Cones	0.76	70,149	100,718	Cones	0.79	79,886	110,286	Cones	0.82	90,974
6	Nylon Thread	0	23,800	Cones	0.38	90,430	840,000	Dozs	0.38	319,165	919,800	Dozs	0.40	363,466	1,007,181	Dozs	0.41	413,915	1,102,863	Dozs	0.43	471,366
7	Main Labels	0	238,000	Dozs	0.44	104,899	840,000	Dozs	0.44	370,232	919,800	Dozs	0.46	421,620	1,007,181	Dozs	0.48	480,141	1,102,863	Dozs	0.50	546,785
8	Care Labels	0	238,000	Dozs	0.18	43,407	840,000	Dozs	0.18	153,199	919,800	Dozs	0.19	174,464	1,007,181	Dozs	0.20	198,679	1,102,863	Dozs	0.21	226,256
9	Brand Labels	0	238,000	Dozs	0.18	43,407	840,000	Dozs	0.18	153,199	919,800	Dozs	0.19	174,464	1,007,181	Dozs	0.20	198,679	1,102,863	Dozs	0.21	226,256
10	Style Label	0	238,000	Dozs	0.07	16,554	150,298	Yards	0.07	815,787	13,245,120	Yards	0.07	929,018	14,503,406	Yards	0.07	1,057,966	15,881,230	Yards	0.08	1,204,812
11	Shoulder Tape	0	3,427,200	Yards	0.39	42,587	150,298	Yards	0.39	58,423	163,505	Yards	0.40	66,100	178,271	Yards	0.42	74,952	195,207	Yards	0.44	85,355
12	Interlining	0	42,587	Yards	0.14	66,918	1,680,000	Dozs	0.14	236,182	1,839,600	Dozs	0.15	268,665	2,014,362	Dozs	0.15	306,297	2,205,726	Dozs	0.16	348,811
			0	Hangtags & Price Tickets	0	476,000	Dozs	0.55	2,930	18,900	Gross	0.55	10,341	20,696	Gross	0.57	11,777	22,662	Gross	0.59	13,411	24,815
17	Metal Snaps	0	5,555	Gross	0.02	14,046	3,261,720	Yards	0.02	49,573	3,571,583	Yards	0.02	56,453	3,910,884	Yards	0.02	64,289	4,282,418	Yards	0.02	73,213
16	Zippers	0	29,937	Dozs	2.37	70,979	105,775	Dozs	2.37	250,787	129,221	Dozs	2.47	318,631	151,077	Dozs	2.56	387,424	165,429	Dozs	2.67	441,198
15	Stickers	0	398,463	Dozs	0.17	66,616	1,406,225	Dozs	0.17	235,095	1,526,419	Dozs	0.17	265,397	1,661,849	Dozs	0.18	300,502	1,819,725	Dozs	0.19	342,212
14	Buttons	0	8,330	Gross	0.55	4,558	29,400	Gross	0.55	16,086	32,193	Gross	0.57	18,319	35,251	Gross	0.59	20,861	38,600	Gross	0.62	23,757
13	Buttons	0	8,330	Gross	0.17	66,616	1,406,225	Dozs	0.17	235,095	1,526,419	Dozs	0.17	265,397	1,661,849	Dozs	0.18	300,502	1,819,725	Dozs	0.19	342,212
15	Stickers	0	398,463	Dozs	0.17	66,616	1,406,225	Dozs	0.17	235,095	1,526,419	Dozs	0.17	265,397	1,661,849	Dozs	0.18	300,502	1,819,725	Dozs	0.19	342,212
16	Zippers	0	29,937	Dozs	2.37	70,979	105,775	Dozs	2.37	250,787	129,221	Dozs	2.47	318,631	151,077	Dozs	2.56	387,424	165,429	Dozs	2.67	441,198
17	Metal Snaps	0	5,555	Gross	0.55	2,930	18,900	Gross	0.55	10,341	20,696	Gross	0.57	11,777	22,662	Gross	0.59	13,411	24,815	Gross	0.62	23,757
18	Elasticband	0	924,154	Yards	0.02	342,358	6,706,625	Yards	0.02	49,573	3,571,583	Yards	0.02	56,453	3,910,884	Yards	0.02	64,289	4,282,418	Yards	0.02	73,213
19	Woven Tape	0	1,900,243	Yards	0.18	342,358	6,706,625	Yards	0.18	1,208,302	7,330,357	Yards	0.19	1,373,504	8,017,161	Yards	0.19	1,562,280	8,778,791	Yards	0.20	1,779,124
20	Drawstring	0	1,601,723	Yards	0.01	14,076	5,655,325	Yards	0.01	49,700	6,447,131	Yards	0.01	58,925	7,241,631	Yards	0.01	68,834	7,929,586	Yards	0.01	78,388
21	PE Polybags	0	238,000	Dozs	0.42	100,920	840,000	Dozs	0.42	356,189	919,800	Dozs	0.44	405,628	1,007,181	Dozs	0.46	461,929	1,102,863	Dozs	0.48	526,045
22	PP Polybags	0	19,833	Dozs	0.23	4,503	70,000	Dozs	0.23	76,650	76,650	Dozs	0.24	18,101	83,932	Dozs	0.25	20,613	91,905	Dozs	0.26	23,474
23	Carton Box	0	19,833	Dozs	9.20	182,488	70,000	Dozs	9.20	644,076	76,650	Dozs	9.57	733,474	83,932	Dozs	9.95	835,280	91,905	Dozs	10.35	951,217
24	Carton Sticker	0	238,000	Dozs	0.18	43,407	840,000	Dozs	0.18	153,199	919,800	Dozs	0.19	174,464	1,007,181	Dozs	0.20	198,679	1,102,863	Dozs	0.21	226,256
25	Hanger	0	21,420	Dozs	0.91	19,533	75,600	Dozs	0.91	68,940	82,782	Dozs	0.95	78,509	90,646	Dozs	0.99	89,406	99,258	Dozs	1.03	101,815
26	Laundry Agent	0	47,600	Kgs	0.91	43,407	168,000	Kgs	0.91	153,199	183,960	Kgs	0.95	174,464	201,436	Kgs	0.99	198,679	220,573	Kgs	1.03	226,256
27	Laundry Detergent	0	23,800	Kgs	0.76	18,086	84,000	Kgs	0.76	63,833	91,980	Kgs	0.79	72,693	100,718	Kgs	0.82	82,783	110,286	Kgs	0.85	94,273
Total			0	Kgs																		30,114,556
			0	Kgs																		94,273
			0	Dozs																		226,256
			0	Dozs																		101,815
			0	Dozs																		226,256
			0	Dozs																		951,217
			0	Dozs																		23,474
			0	Dozs																		526,045
			0	Yards																		78,388
			0	Yards																		1,779,124
			0	Yards																		73,213
			0	Gross																		15,273
			0	Dozs																		441,198
			0	Gross																		23,757
			0	Dozs																		342,212
			0	Dozs																		441,198
			0	Yards																		85,355
			0	Yards																		1,204,812
			0	Dozs																		226,256
			0	Dozs																		226,256
			0	Dozs																		546,785
			0	Dozs																		471,366
			0	Cones																		90,974
			0	Cones																		169,692
			0	Yards																		217,771
			0	Yards																		175,349
			0	Kgs																		1,059,348
			0	Kgs																		20,389,284

Proposed Garment Manufacturing Plant in Bago, Myanmar
Projected Annual Raw Material Requirements and costs for 30 years

Series	Items	Unit	Year 7 (1,207,635 Dozs)				Year 8 (1,322,361 Dozs)				Year 9 (1,447,985 Dozs)				Year 10 (1,600,000 Dozs)				Year 11 (1,606,400 Dozs)				Year 12 (1,612,826 Dozs)			
			Quantity	Unit Price (US\$)	Unit	Total Cost (US\$)	Quantity	Unit Price (US\$)	Unit	Total Cost (US\$)	Quantity	Unit Price (US\$)	Unit	Total Cost (US\$)	Quantity	Unit Price (US\$)	Unit	Total Cost (US\$)	Quantity	Unit Price (US\$)	Unit	Total Cost (US\$)	Quantity	Unit Price (US\$)	Unit	Total Cost (US\$)
1	Knitted Shell Fabric	Kgs	4,430,240	5.24	Kgs	23,219,317	4,851,113	Kgs	5.45	26,442,158	5,311,969	Kgs	5.67	30,112,329	5,869,640	Kgs	5.90	34,604,584	5,893,119	Kgs	6.13	36,132,722	5,916,691	Kgs	6.38	37,728,343
2	Knitted Trim Fabric	Kgs	215,080	5.61	Kgs	1,206,386	235,512	Kgs	5.83	1,373,832	257,886	Kgs	6.07	1,564,520	284,960	Kgs	6.31	1,797,920	286,100	Kgs	6.56	1,877,316	287,244	Kgs	6.82	1,960,218
3	Woven Trim Fabric	Yards	124,387	1.61	Yards	199,687	136,204	Yards	1.67	227,404	149,143	Yards	1.74	258,967	164,800	Yards	1.81	297,600	165,459	Yards	1.88	310,742	166,121	Yards	1.95	324,464
4	Spun Polyester Thread	Cones	398,520	0.62	Cones	247,998	436,379	Cones	0.65	282,420	477,835	Cones	0.67	321,620	528,000	Cones	0.70	369,600	530,112	Cones	0.73	385,922	532,232	Cones	0.76	402,964
5	Cotton Thread	Cones	241,527	0.80	Cones	193,245	264,472	Cones	0.83	220,067	289,597	Cones	0.87	250,613	320,000	Cones	0.90	288,000	324,280	Cones	0.94	300,718	322,565	Cones	0.97	313,998
6	Nylon Thread	Cones	120,764	0.86	Cones	103,601	132,236	Cones	0.89	117,981	144,798	Cones	0.93	134,356	160,000	Cones	0.97	154,400	160,640	Cones	1.00	161,216	161,283	Cones	1.04	168,338
7	Main Labels	Dozs	1,207,635	0.44	Dozs	536,792	1,322,361	Dozs	0.46	611,298	1,447,985	Dozs	0.48	666,147	800,000	Dozs	0.50	800,000	1,606,400	Dozs	0.52	835,328	1,612,826	Dozs	0.54	872,216
8	Care Labels	Dozs	1,207,635	0.52	Dozs	622,678	1,322,361	Dozs	0.54	709,106	1,447,985	Dozs	0.56	807,530	1,600,000	Dozs	0.58	928,000	1,606,400	Dozs	0.60	968,980	1,612,826	Dozs	0.63	1,011,771
9	Brand Labels	Dozs	1,207,635	0.21	Dozs	257,660	1,322,361	Dozs	0.22	293,423	1,447,985	Dozs	0.23	334,150	1,600,000	Dozs	0.24	384,000	1,606,400	Dozs	0.25	400,957	1,612,826	Dozs	0.26	418,664
10	Style Label	Dozs	1,207,635	0.21	Dozs	257,660	1,322,361	Dozs	0.22	293,423	1,447,985	Dozs	0.23	334,150	1,600,000	Dozs	0.24	384,000	1,606,400	Dozs	0.25	400,957	1,612,826	Dozs	0.26	418,664
11	Shoulder Tape	Yards	17,389,947	0.08	Yards	1,372,039	19,041,992	Yards	0.08	1,562,479	20,850,981	Yards	0.09	1,779,351	23,040,000	Yards	0.09	2,044,800	23,132,160	Yards	0.09	2,135,098	23,224,689	Yards	0.10	2,229,384
12	Interfacing	Yards	213,751	0.45	Yards	97,202	234,058	Yards	0.47	110,694	256,293	Yards	0.49	126,058	283,200	Yards	0.51	144,864	284,333	Yards	0.53	151,261	285,470	Yards	0.55	157,941
13	Hangtags & Price Tickets	Dozs	2,415,270	0.16	Dozs	397,226	2,644,721	Dozs	0.17	452,361	2,895,970	Dozs	0.18	515,148	3,200,000	Dozs	0.19	592,000	3,212,800	Dozs	0.19	618,143	3,225,651	Dozs	0.20	645,440
14	Buttons	Gross	42,267	0.64	Gross	27,054	46,283	Gross	0.67	30,809	50,679	Gross	0.69	35,086	56,000	Gross	0.72	40,320	56,224	Gross	0.75	42,101	56,449	Gross	0.78	43,960
15	Stickers	Dozs	1,992,598	0.20	Dozs	389,711	2,181,895	Dozs	0.20	443,803	2,389,175	Dozs	0.21	505,402	2,640,000	Dozs	0.22	580,800	2,650,560	Dozs	0.23	606,448	2,661,162	Dozs	0.24	633,229
16	Zippers	Dozs	181,145	2.77	Dozs	502,436	198,354	Dozs	2.88	572,175	217,198	Dozs	3.00	651,593	240,000	Dozs	3.12	748,800	240,960	Dozs	3.24	781,867	241,924	Dozs	3.37	816,394
17	Metal Snaps	Gross	27,172	0.64	Gross	17,392	29,754	Gross	0.67	19,807	32,580	Gross	0.69	22,556	36,000	Gross	0.72	25,920	36,144	Gross	0.75	27,065	36,289	Gross	0.78	28,260
18	Elasticband	Yards	4,689,247	0.02	Yards	83,374	5,134,726	Yards	0.02	94,947	5,622,525	Yards	0.02	108,125	6,212,800	Yards	0.02	124,256	6,237,651	Yards	0.02	129,743	6,262,602	Yards	0.02	135,473
19	Woven Tape	Yards	9,612,776	0.21	Yards	2,026,066	10,525,990	Yards	0.22	2,307,284	11,525,959	Yards	0.23	2,627,536	12,736,000	Yards	0.24	3,019,520	12,786,944	Yards	0.25	3,152,862	12,838,092	Yards	0.26	3,292,092
20	Drawstring	Yards	8,682,897	0.01	Yards	89,268	9,507,772	Yards	0.01	101,659	10,411,010	Yards	0.01	115,769	11,504,000	Yards	0.01	133,040	11,550,016	Yards	0.01	138,915	11,598,216	Yards	0.01	145,050
21	PE Polybags	Dozs	1,207,635	0.50	Dozs	599,059	1,322,361	Dozs	0.52	682,209	1,447,985	Dozs	0.54	776,900	1,600,000	Dozs	0.56	892,800	1,606,400	Dozs	0.58	932,226	1,612,826	Dozs	0.60	973,393
22	PP Polybags	Dozs	100,636	0.27	Dozs	26,732	110,197	Dozs	0.28	30,443	120,665	Dozs	0.29	34,668	133,333	Dozs	0.30	39,840	133,867	Dozs	0.31	41,599	134,402	Dozs	0.32	43,436
23	Carton Box	Dozs	100,636	10.76	Dozs	1,083,246	1,101,197	Dozs	11.19	1,233,600	1,447,985	Dozs	11.64	1,404,824	1,600,000	Dozs	12.11	1,614,400	1,634,667	Dozs	12.59	1,685,692	1,694,402	Dozs	13.10	1,760,132
24	Carton Sticker	Dozs	1,207,635	0.21	Dozs	257,660	1,322,361	Dozs	0.22	293,423	1,447,985	Dozs	0.23	334,150	1,600,000	Dozs	0.24	384,000	1,606,400	Dozs	0.25	400,957	1,612,826	Dozs	0.26	418,664
25	Hanger	Dozs	108,687	1.07	Dozs	115,947	119,012	Dozs	1.11	132,040	130,319	Dozs	1.15	150,368	144,000	Dozs	1.20	172,800	144,576	Dozs	1.25	180,431	145,154	Dozs	1.30	188,399
26	Laundry Agent	Kgs	241,527	1.07	Kgs	257,660	264,472	Kgs	1.11	293,423	289,597	Kgs	1.15	334,150	320,000	Kgs	1.20	384,000	321,280	Kgs	1.25	400,957	322,565	Kgs	1.30	418,664
27	Laundry Detergent	Kgs	120,764	0.89	Kgs	107,358	132,236	Kgs	0.92	122,260	144,798	Kgs	0.96	139,229	160,000	Kgs	1.00	160,000	160,640	Kgs	1.04	167,066	161,283	Kgs	1.08	174,443
Total			34,294,457				39,054,527				44,475,296				51,110,264				53,367,293				55,723,993			

Proposed Garment Manufacturing Plant in Bago, Myanmar
Projected Annual Raw Material Requirements and costs for 30 years

Series	Items	Unit	Year 13 (1,619,277 Dozs)				Year 14 (1,625,754 Dozs)				Year 15 (1,632,257 Dozs)				Year 16 (1,638,786 Dozs)				Year 17 (1,645,341 Dozs)				Year 18 (1,651,923 Dozs)			
			Quantity	Unit Price (US\$)	Total Cost (US\$)	Unit	Quantity	Unit Price (US\$)	Total Cost (US\$)	Unit	Quantity	Unit Price (US\$)	Total Cost (US\$)	Unit	Quantity	Unit Price (US\$)	Total Cost (US\$)	Unit	Quantity	Unit Price (US\$)	Total Cost (US\$)	Unit	Quantity	Unit Price (US\$)	Total Cost (US\$)	
1	Knitted Shell Fabric	Kgs	5,940,358	6.63	39,394,427	Kgs	5,964,119	6.90	41,134,085	Kgs	5,987,976	7.17	42,950,566	Kgs	6,011,928	7.46	44,847,263	Kgs	6,035,975	7.76	46,927,718	Kgs	6,060,119	8.07	48,895,630	
2	Knitted Trim Fabric	Kgs	288,393	7.10	2,046,782	Kgs	289,547	7.38	2,137,168	Kgs	290,705	7.68	2,231,545	Kgs	291,868	7.98	2,330,090	Kgs	293,035	8.30	2,432,987	Kgs	294,207	8.63	2,540,427	
3	Woven Trim Fabric	Yards	166,786	2.03	338,793	Yards	167,453	2.11	353,754	Yards	168,122	2.20	369,376	Yards	168,795	2.28	385,687	Yards	169,470	2.38	402,719	Yards	170,148	2.47	420,503	
4	Spun Polyester Thread	Cones	534,361	0.79	420,759	Cones	536,499	0.82	439,339	Cones	538,645	0.85	458,741	Cones	540,799	0.89	478,999	Cones	542,963	0.92	500,151	Cones	545,134	0.96	522,238	
5	Cotton Thread	Cones	323,555	1.01	327,864	Cones	325,151	1.05	342,342	Cones	326,451	1.09	357,460	Cones	327,757	1.14	373,246	Cones	329,068	1.18	389,728	Cones	330,385	1.23	406,939	
6	Nylon Thread	Cones	161,928	1.09	175,771	Cones	162,575	1.13	183,534	Cones	163,226	1.17	191,638	Cones	163,879	1.22	200,101	Cones	164,534	1.27	208,938	Cones	165,192	1.32	218,164	
7	Main Labels	Dozs	1,619,277	0.56	910,733	Dozs	1,625,754	0.58	950,951	Dozs	1,632,257	0.61	992,945	Dozs	1,638,786	0.63	1,036,794	Dozs	1,645,341	0.66	1,082,578	Dozs	1,651,923	0.68	1,130,385	
8	Care Labels	Dozs	1,619,277	0.65	1,056,450	Dozs	1,625,754	0.68	1,103,103	Dozs	1,632,257	0.71	1,151,816	Dozs	1,638,786	0.73	1,202,681	Dozs	1,645,341	0.76	1,255,791	Dozs	1,651,923	0.79	1,311,247	
9	Brand Labels	Dozs	1,619,277	0.27	437,152	Dozs	1,625,754	0.28	456,457	Dozs	1,632,257	0.29	476,614	Dozs	1,638,786	0.30	497,661	Dozs	1,645,341	0.32	519,638	Dozs	1,651,923	0.33	542,585	
10	Style Label	Dozs	1,619,277	0.27	437,152	Dozs	1,625,754	0.28	456,457	Dozs	1,632,257	0.29	476,614	Dozs	1,638,786	0.30	497,661	Dozs	1,645,341	0.32	519,638	Dozs	1,651,923	0.33	542,585	
11	Shoulder Tape	Yards	23,317,587	0.10	2,327,834	Yards	23,410,858	0.10	2,430,631	Yards	23,504,501	0.11	2,537,968	Yards	23,598,519	0.11	2,650,044	Yards	23,692,913	0.12	2,767,070	Yards	23,787,685	0.12	2,889,264	
12	Interfacing	Yards	286,612	0.58	164,916	Yards	287,758	0.60	172,198	Yards	288,909	0.62	179,803	Yards	290,065	0.65	187,743	Yards	291,225	0.67	196,033	Yards	292,390	0.70	204,690	
13	Hangtags & Price Tickets	Dozs	3,238,554	0.21	673,943	Dozs	3,251,508	0.22	703,704	Dozs	3,264,514	0.23	734,779	Dozs	3,277,572	0.23	767,227	Dozs	3,290,682	0.24	801,108	Dozs	3,303,845	0.25	836,485	
14	Buttons	Gross	56,675	0.81	45,901	Gross	56,901	0.84	47,928	Gross	57,129	0.88	50,044	Gross	57,358	0.91	52,254	Gross	57,587	0.95	54,662	Gross	57,817	0.99	56,971	
15	Stickers	Dozs	2,671,807	0.25	661,192	Dozs	2,682,494	0.26	690,391	Dozs	2,693,224	0.27	720,878	Dozs	2,703,997	0.28	752,712	Dozs	2,714,813	0.29	785,952	Dozs	2,725,672	0.30	820,660	
16	Zippers	Dozs	242,892	3.51	852,446	Dozs	243,863	3.65	890,090	Dozs	244,839	3.80	929,397	Dozs	245,818	3.95	970,439	Dozs	246,801	4.11	1,013,293	Dozs	247,788	4.27	1,058,040	
			Gross		36,434	Gross	36,579	0.84	30,811	Gross	36,726	0.88	32,171	Gross	36,873	0.91	33,592	Gross	37,020	0.95	35,076	Gross	37,168	0.99	36,624	
			Yards		6,312,803	Yards	6,312,803	0.02	147,702	Yards	6,338,054	0.02	154,224	Yards	6,363,406	0.03	161,035	Yards	6,388,860	0.03	168,146	Yards	6,414,415	0.03	175,571	
			Yards		12,889,444	Yards	12,941,002	0.28	3,589,270	Yards	12,992,766	0.29	3,747,772	Yards	13,044,737	0.30	3,913,274	Yards	13,096,916	0.31	4,086,084	Yards	13,149,304	0.32	4,266,525	
19	Woven Tape	Yards	12,889,444	0.02	141,455	Yards	12,941,002	0.28	3,589,270	Yards	12,992,766	0.29	3,747,772	Yards	13,044,737	0.30	3,913,274	Yards	13,096,916	0.31	4,086,084	Yards	13,149,304	0.32	4,266,525	
20	Drawstring	Yards	11,642,601	0.01	151,455	Yards	11,689,171	0.01	158,143	Yards	11,735,928	0.01	165,127	Yards	11,782,872	0.01	172,419	Yards	11,830,003	0.02	180,033	Yards	11,877,323	0.02	187,983	
21	PE Polybags	Dozs	1,619,277	0.63	1,016,378	Dozs	1,625,754	0.65	1,061,261	Dozs	1,632,257	0.68	1,108,127	Dozs	1,638,786	0.71	1,157,062	Dozs	1,645,341	0.73	1,208,157	Dozs	1,651,923	0.76	1,261,510	
22	PP Polybags	Dozs	134,940	0.34	45,355	Dozs	135,480	0.35	47,357	Dozs	136,021	0.36	49,449	Dozs	136,566	0.38	51,632	Dozs	137,112	0.39	53,912	Dozs	137,660	0.41	56,293	
23	Carton Box	Dozs	134,940	13.62	1,837,859	Dozs	135,480	14.16	1,919,019	Dozs	136,021	14.73	2,003,763	Dozs	136,566	15.32	2,092,249	Dozs	137,112	15.93	2,184,643	Dozs	137,660	16.57	2,281,117	
24	Carton Sticker	Dozs	1,619,277	0.27	437,152	Dozs	1,625,754	0.28	456,457	Dozs	1,632,257	0.29	476,614	Dozs	1,638,786	0.30	497,661	Dozs	1,645,341	0.32	519,638	Dozs	1,651,923	0.33	542,585	
25	Hanger	Dozs	145,735	1.35	196,718	Dozs	146,318	1.40	205,405	Dozs	146,903	1.46	214,476	Dozs	147,491	1.52	223,947	Dozs	148,081	1.58	233,837	Dozs	148,673	1.64	244,163	
26	Laundry Agent	Kgs	323,855	1.35	437,152	Kgs	325,151	1.40	456,457	Kgs	326,451	1.46	476,614	Kgs	327,757	1.52	497,661	Kgs	329,068	1.58	519,638	Kgs	330,385	1.64	542,585	
27	Laundry Detergent	Kgs	161,928	1.12	182,147	Kgs	162,575	1.17	190,190	Kgs	163,226	1.22	198,589	Kgs	163,879	1.27	207,359	Kgs	164,534	1.32	216,516	Kgs	165,192	1.37	226,077	
Total					58,184,764				60,754,204																	

Proposed Garment Manufacturing Plant In Bago, Myanmar
Projected Annual Raw Material Requirements and costs for 30 years

Quantity & Cost of Annual

Series	Items	Unit	Year 19 (1,658,530 Dozs)				Year 20 (1,655,164 Dozs)				Year 21 (1,671,825 Dozs)				Year 22 (1,678,512 Dozs)				Year 23 (1,685,226 Dozs)				Year 24 (1,691,967 Dozs)			
1	Knitted Shell Fabric	Kgs	6,084,360	Unit	(US\$)	6,108,697	Quantity	Unit	(US\$)	6,133,132	Quantity	Unit	(US\$)	6,157,664	Quantity	Unit	(US\$)	6,182,295	Quantity	Unit	(US\$)	6,207,024	Quantity	Unit	(US\$)	
2	Knitted Trim Fabric	Kgs	295,384	Unit	(US\$)	296,566	Quantity	Unit	(US\$)	297,752	Quantity	Unit	(US\$)	298,943	Quantity	Unit	(US\$)	300,139	Quantity	Unit	(US\$)	301,339	Quantity	Unit	(US\$)	
3	Woven Trim Fabric	Yards	170,829	Unit	(US\$)	171,512	Quantity	Unit	(US\$)	172,198	Quantity	Unit	(US\$)	172,887	Quantity	Unit	(US\$)	173,578	Quantity	Unit	(US\$)	174,273	Quantity	Unit	(US\$)	
4	Spun Polyester Thread	Cones	547,315	Unit	(US\$)	549,504	Quantity	Unit	(US\$)	551,702	Quantity	Unit	(US\$)	553,909	Quantity	Unit	(US\$)	556,125	Quantity	Unit	(US\$)	558,349	Quantity	Unit	(US\$)	
5	Cotton Thread	Cones	331,706	Unit	(US\$)	333,033	Quantity	Unit	(US\$)	334,365	Quantity	Unit	(US\$)	335,702	Quantity	Unit	(US\$)	337,045	Quantity	Unit	(US\$)	338,393	Quantity	Unit	(US\$)	
6	Nylon Thread	Cones	165,853	Unit	(US\$)	166,516	Quantity	Unit	(US\$)	167,183	Quantity	Unit	(US\$)	167,851	Quantity	Unit	(US\$)	168,523	Quantity	Unit	(US\$)	169,197	Quantity	Unit	(US\$)	
7	Main Labels	Dozs	1,658,530	Unit	(US\$)	1,665,164	Quantity	Unit	(US\$)	1,671,825	Quantity	Unit	(US\$)	1,678,512	Quantity	Unit	(US\$)	1,685,226	Quantity	Unit	(US\$)	1,691,967	Quantity	Unit	(US\$)	
8	Care Labels	Dozs	1,658,530	Unit	(US\$)	1,665,164	Quantity	Unit	(US\$)	1,671,825	Quantity	Unit	(US\$)	1,678,512	Quantity	Unit	(US\$)	1,685,226	Quantity	Unit	(US\$)	1,691,967	Quantity	Unit	(US\$)	
9	Brand Labels	Dozs	1,658,530	Unit	(US\$)	1,665,164	Quantity	Unit	(US\$)	1,671,825	Quantity	Unit	(US\$)	1,678,512	Quantity	Unit	(US\$)	1,685,226	Quantity	Unit	(US\$)	1,691,967	Quantity	Unit	(US\$)	
10	Style Label	Dozs	1,658,530	Unit	(US\$)	1,665,164	Quantity	Unit	(US\$)	1,671,825	Quantity	Unit	(US\$)	1,678,512	Quantity	Unit	(US\$)	1,685,226	Quantity	Unit	(US\$)	1,691,967	Quantity	Unit	(US\$)	
11	Shoulder Tape	Yards	23,882,836	Unit	(US\$)	23,978,367	Quantity	Unit	(US\$)	24,074,280	Quantity	Unit	(US\$)	24,170,578	Quantity	Unit	(US\$)	24,267,260	Quantity	Unit	(US\$)	24,364,329	Quantity	Unit	(US\$)	
12	Interlining	Yards	293,560	Unit	(US\$)	294,734	Quantity	Unit	(US\$)	295,913	Quantity	Unit	(US\$)	297,097	Quantity	Unit	(US\$)	298,285	Quantity	Unit	(US\$)	299,478	Quantity	Unit	(US\$)	
13	Hangtags & Price Tickets	Dozs	3,317,061	Unit	(US\$)	3,330,329	Quantity	Unit	(US\$)	3,343,650	Quantity	Unit	(US\$)	3,357,025	Quantity	Unit	(US\$)	3,370,453	Quantity	Unit	(US\$)	3,383,935	Quantity	Unit	(US\$)	
14	Buttons	Gross	58,049	Unit	(US\$)	58,281	Quantity	Unit	(US\$)	58,514	Quantity	Unit	(US\$)	58,748	Quantity	Unit	(US\$)	58,983	Quantity	Unit	(US\$)	59,219	Quantity	Unit	(US\$)	
15	Stickers	Dozs	2,736,575	Unit	(US\$)	2,747,521	Quantity	Unit	(US\$)	2,758,511	Quantity	Unit	(US\$)	2,769,545	Quantity	Unit	(US\$)	2,780,624	Quantity	Unit	(US\$)	2,791,746	Quantity	Unit	(US\$)	
16	Zippers	Dozs	248,780	Unit	(US\$)	249,775	Quantity	Unit	(US\$)	250,774	Quantity	Unit	(US\$)	251,777	Quantity	Unit	(US\$)	252,784	Quantity	Unit	(US\$)	253,795	Quantity	Unit	(US\$)	
17	Metal Snaps	Gross	37,317	Unit	(US\$)	37,466	Quantity	Unit	(US\$)	37,616	Quantity	Unit	(US\$)	37,767	Quantity	Unit	(US\$)	37,918	Quantity	Unit	(US\$)	38,069	Quantity	Unit	(US\$)	
18	Elasticband	Yards	6,440,073	Unit	(US\$)	6,465,833	Quantity	Unit	(US\$)	6,491,697	Quantity	Unit	(US\$)	6,517,663	Quantity	Unit	(US\$)	6,543,734	Quantity	Unit	(US\$)	6,569,909	Quantity	Unit	(US\$)	
19	Woven Tape	Yards	13,201,901	Unit	(US\$)	13,254,708	Quantity	Unit	(US\$)	13,307,727	Quantity	Unit	(US\$)	13,360,958	Quantity	Unit	(US\$)	13,414,402	Quantity	Unit	(US\$)	13,468,060	Quantity	Unit	(US\$)	
20	Drawstring	Yards	11,924,833	Unit	(US\$)	11,972,532	Quantity	Unit	(US\$)	12,020,422	Quantity	Unit	(US\$)	12,068,504	Quantity	Unit	(US\$)	12,116,778	Quantity	Unit	(US\$)	12,165,245	Quantity	Unit	(US\$)	
21	PE Polybags	Dozs	1,658,530	Unit	(US\$)	1,665,164	Quantity	Unit	(US\$)	1,671,825	Quantity	Unit	(US\$)	1,678,512	Quantity	Unit	(US\$)	1,685,226	Quantity	Unit	(US\$)	1,691,967	Quantity	Unit	(US\$)	
22	PP Polybags	Dozs	138,211	Unit	(US\$)	138,764	Quantity	Unit	(US\$)	139,319	Quantity	Unit	(US\$)	139,876	Quantity	Unit	(US\$)	140,436	Quantity	Unit	(US\$)	140,997	Quantity	Unit	(US\$)	
23	Carton Box	Dozs	138,211	Unit	(US\$)	138,764	Quantity	Unit	(US\$)	139,319	Quantity	Unit	(US\$)	139,876	Quantity	Unit	(US\$)	140,436	Quantity	Unit	(US\$)	140,997	Quantity	Unit	(US\$)	
24	Carton Sticker	Dozs	1,658,530	Unit	(US\$)	1,665,164	Quantity	Unit	(US\$)	1,671,825	Quantity	Unit	(US\$)	1,678,512	Quantity	Unit	(US\$)	1,685,226	Quantity	Unit	(US\$)	1,691,967	Quantity	Unit	(US\$)	
25	Hanger	Dozs	149,268	Unit	(US\$)	149,865	Quantity	Unit	(US\$)	150,464	Quantity	Unit	(US\$)	151,066	Quantity	Unit	(US\$)	151,670	Quantity	Unit	(US\$)	152,277	Quantity	Unit	(US\$)	
26	Laundry Agent	Kgs	331,706	Unit	(US\$)	333,033	Quantity	Unit	(US\$)	334,365	Quantity	Unit	(US\$)	335,702	Quantity	Unit	(US\$)	337,045	Quantity	Unit	(US\$)	338,393	Quantity	Unit	(US\$)	
27	Laundry Detergent	Kgs	165,853	Unit	(US\$)	166,516	Quantity	Unit	(US\$)	167,183	Quantity	Unit	(US\$)	167,851	Quantity	Unit	(US\$)	168,523	Quantity	Unit	(US\$)	169,197	Quantity	Unit	(US\$)	
Total						75,406,988				78,736,960				82,213,985				85,844,554				89,635,450				

Proposed Garment Manufacturing Plant in Bago, Myanmar
Projected Annual Raw Material Requirements and costs for 30 years

Series/Items	Unit	Quantity & Cost of Annual Raw Material Required									
		Year 25 (1,698,735 Dozs)		Year 26 (1,705,530 Dozs)		Year 27 (1,712,352 Dozs)		Year 28 (1,712,352 Dozs)		Year 29 (1,726,078 Dozs)	
1 Knitted Shell Fabric	Kgs	6,231,852	Quantity	6,256,780	Quantity	6,281,807	Quantity	6,306,934	Quantity	6,332,162	Quantity
	Unit Price (US\$)	10.62	Total Cost (US\$)	66,166,691	Unit Price (US\$)	11.48	Total Cost (US\$)	72,139,565	Unit Price (US\$)	12.42	Total Cost (US\$)
2 Knitted Trim Fabric	Kgs	302,545	Quantity	3,437,765	Quantity	3,043,970	Quantity	3,061,190	Quantity	3,077,415	Quantity
	Unit Price (US\$)	11.36	Total Cost (US\$)	38,977,655	Unit Price (US\$)	12.29	Total Cost (US\$)	37,498,092	Unit Price (US\$)	13.29	Total Cost (US\$)
3 Woven Trim Fabric	Yards	174,970	Quantity	569,035	Quantity	176,372	Quantity	177,078	Quantity	177,786	Quantity
	Unit Price (US\$)	3.25	Total Cost (US\$)	569,035	Unit Price (US\$)	3.52	Total Cost (US\$)	620,401	Unit Price (US\$)	3.80	Total Cost (US\$)
4 Spun Polyester Thread	Cones	560,583	Quantity	706,704	Quantity	737,912	Quantity	770,499	Quantity	840,052	Quantity
	Unit Price (US\$)	1.26	Total Cost (US\$)	888,665	Unit Price (US\$)	1.31	Total Cost (US\$)	989,594	Unit Price (US\$)	1.47	Total Cost (US\$)
5 Cotton Thread	Cones	339,747	Quantity	550,679	Quantity	574,997	Quantity	600,389	Quantity	626,902	Quantity
	Unit Price (US\$)	1.62	Total Cost (US\$)	912,410	Unit Price (US\$)	1.69	Total Cost (US\$)	1,014,658	Unit Price (US\$)	1.90	Total Cost (US\$)
6 Nylon Thread	Cones	169,874	Quantity	295,225	Quantity	308,262	Quantity	321,875	Quantity	336,089	Quantity
	Unit Price (US\$)	1.74	Total Cost (US\$)	529,663	Unit Price (US\$)	1.81	Total Cost (US\$)	581,570	Unit Price (US\$)	2.03	Total Cost (US\$)
7 Main Labels	Dozs	1,698,735	Quantity	1,705,530	Quantity	1,712,352	Quantity	1,719,202	Quantity	1,726,078	Quantity
	Unit Price (US\$)	1.04	Total Cost (US\$)	1,774,409	Unit Price (US\$)	1.09	Total Cost (US\$)	1,874,585	Unit Price (US\$)	1.17	Total Cost (US\$)
8 Care Labels	Dozs	1,698,735	Quantity	1,705,530	Quantity	1,712,352	Quantity	1,719,202	Quantity	1,726,078	Quantity
	Unit Price (US\$)	1.04	Total Cost (US\$)	1,774,409	Unit Price (US\$)	1.09	Total Cost (US\$)	1,874,585	Unit Price (US\$)	1.17	Total Cost (US\$)
9 Brand Labels	Dozs	1,698,735	Quantity	1,705,530	Quantity	1,712,352	Quantity	1,719,202	Quantity	1,726,078	Quantity
	Unit Price (US\$)	0.43	Total Cost (US\$)	734,238	Unit Price (US\$)	0.45	Total Cost (US\$)	766,662	Unit Price (US\$)	0.49	Total Cost (US\$)
10 Style Label	Dozs	1,698,735	Quantity	1,705,530	Quantity	1,712,352	Quantity	1,719,202	Quantity	1,726,078	Quantity
	Unit Price (US\$)	0.43	Total Cost (US\$)	734,238	Unit Price (US\$)	0.45	Total Cost (US\$)	766,662	Unit Price (US\$)	0.49	Total Cost (US\$)
11 Shoulder Tape	Yards	24,461,786	Quantity	3,909,819	Quantity	4,082,476	Quantity	4,262,758	Quantity	4,447,558	Quantity
	Unit Price (US\$)	0.16	Total Cost (US\$)	625,471	Unit Price (US\$)	0.17	Total Cost (US\$)	726,672	Unit Price (US\$)	0.19	Total Cost (US\$)
12 Interfacing	Yards	300,676	Quantity	276,991	Quantity	303,086	Quantity	304,299	Quantity	305,516	Quantity
	Unit Price (US\$)	0.92	Total Cost (US\$)	254,673	Unit Price (US\$)	0.96	Total Cost (US\$)	291,995	Unit Price (US\$)	1.04	Total Cost (US\$)
13 Hangtags & Price Tickets	Dozs	3,397,470	Quantity	1,131,951	Quantity	1,181,938	Quantity	1,234,132	Quantity	1,288,631	Quantity
	Unit Price (US\$)	0.33	Total Cost (US\$)	373,544	Unit Price (US\$)	0.35	Total Cost (US\$)	432,004	Unit Price (US\$)	0.37	Total Cost (US\$)
14 Buttons	Gross	59,456	Quantity	77,095	Quantity	80,500	Quantity	84,054	Quantity	87,766	Quantity
	Unit Price (US\$)	1.30	Total Cost (US\$)	101,353	Unit Price (US\$)	1.35	Total Cost (US\$)	113,244	Unit Price (US\$)	1.46	Total Cost (US\$)
15 Stickers	Dozs	2,802,913	Quantity	2,814,125	Quantity	2,825,381	Quantity	2,836,683	Quantity	2,848,029	Quantity
	Unit Price (US\$)	0.40	Total Cost (US\$)	1,125,650	Unit Price (US\$)	0.41	Total Cost (US\$)	1,166,594	Unit Price (US\$)	0.45	Total Cost (US\$)
16 Zippers	Dozs	254,810	Quantity	1,431,765	Quantity	1,494,991	Quantity	1,561,010	Quantity	1,629,944	Quantity
	Unit Price (US\$)	5.62	Total Cost (US\$)	8,046,611	Unit Price (US\$)	5.84	Total Cost (US\$)	9,191,981	Unit Price (US\$)	6.32	Total Cost (US\$)
17 Metal Snaps	Gross	38,222	Quantity	49,561	Quantity	51,750	Quantity	54,035	Quantity	56,421	Quantity
	Unit Price (US\$)	1.30	Total Cost (US\$)	64,429	Unit Price (US\$)	1.35	Total Cost (US\$)	72,848	Unit Price (US\$)	1.46	Total Cost (US\$)
18 Elasticband	Yards	6,596,189	Quantity	237,587	Quantity	248,079	Quantity	259,034	Quantity	270,473	Quantity
	Unit Price (US\$)	0.04	Total Cost (US\$)	9,511	Unit Price (US\$)	0.04	Total Cost (US\$)	10,362	Unit Price (US\$)	0.04	Total Cost (US\$)
19 Woven Tape	Yards	13,521,932	Quantity	5,773,560	Quantity	6,028,521	Quantity	6,294,740	Quantity	6,572,716	Quantity
	Unit Price (US\$)	0.43	Total Cost (US\$)	2,482,539	Unit Price (US\$)	0.44	Total Cost (US\$)	2,770,716	Unit Price (US\$)	0.50	Total Cost (US\$)
20 Drawstring	Yards	12,213,906	Quantity	12,262,761	Quantity	12,311,812	Quantity	12,361,060	Quantity	12,410,504	Quantity
	Unit Price (US\$)	0.02	Total Cost (US\$)	245,383	Unit Price (US\$)	0.02	Total Cost (US\$)	247,346	Unit Price (US\$)	0.02	Total Cost (US\$)
21 PE Polybags	Dozs	1,698,735	Quantity	1,707,104	Quantity	1,712,352	Quantity	1,719,202	Quantity	1,726,078	Quantity
	Unit Price (US\$)	1.00	Total Cost (US\$)	1,707,104	Unit Price (US\$)	1.05	Total Cost (US\$)	1,807,204	Unit Price (US\$)	1.18	Total Cost (US\$)
22 PP Polybags	Dozs	141,561	Quantity	142,128	Quantity	142,696	Quantity	143,267	Quantity	143,840	Quantity
	Unit Price (US\$)	0.54	Total Cost (US\$)	76,777	Unit Price (US\$)	0.56	Total Cost (US\$)	80,504	Unit Price (US\$)	0.61	Total Cost (US\$)
23 Carton Box	Dozs	141,561	Quantity	142,128	Quantity	142,696	Quantity	143,267	Quantity	143,840	Quantity
	Unit Price (US\$)	21.81	Total Cost (US\$)	3,098,860	Unit Price (US\$)	22.68	Total Cost (US\$)	3,256,511	Unit Price (US\$)	25.51	Total Cost (US\$)
24 Carton Sticker	Dozs	1,698,735	Quantity	1,705,530	Quantity	1,712,352	Quantity	1,719,202	Quantity	1,726,078	Quantity
	Unit Price (US\$)	0.43	Total Cost (US\$)	734,238	Unit Price (US\$)	0.45	Total Cost (US\$)	766,662	Unit Price (US\$)	0.51	Total Cost (US\$)
25 Hanger	Dozs	152,886	Quantity	153,498	Quantity	154,112	Quantity	154,728	Quantity	155,347	Quantity
	Unit Price (US\$)	2.16	Total Cost (US\$)	331,407	Unit Price (US\$)	2.25	Total Cost (US\$)	346,998	Unit Price (US\$)	2.53	Total Cost (US\$)
26 Laundry Agent	Kgs	339,747	Quantity	341,106	Quantity	342,470	Quantity	343,840	Quantity	345,216	Quantity
	Unit Price (US\$)	2.16	Total Cost (US\$)	737,477	Unit Price (US\$)	2.34	Total Cost (US\$)	805,518	Unit Price (US\$)	2.43	Total Cost (US\$)
27 Laundry Detergent	Kgs	169,874	Quantity	170,553	Quantity	171,235	Quantity	171,920	Quantity	172,608	Quantity
	Unit Price (US\$)	1.80	Total Cost (US\$)	305,933	Unit Price (US\$)	1.87	Total Cost (US\$)	319,443	Unit Price (US\$)	2.11	Total Cost (US\$)
Total		97,726,851	Quantity	102,042,469	Quantity	106,548,664	Quantity	111,253,853	Quantity	116,166,824	Quantity
		121,298,750	Total Cost (US\$)	127,298,750	Total Cost (US\$)	132,298,750	Total Cost (US\$)	137,298,750	Total Cost (US\$)	142,298,750	Total Cost (US\$)
		30 Years Total (43,064,494 Dozs)	Quantity	43,064,494	Quantity	43,064,494	Quantity	43,064,494	Quantity	43,064,494	Quantity
		1,309,135,103	Total Cost (US\$)	1,309,135,103	Total Cost (US\$)	1,309,135,103	Total Cost (US\$)	1,309,135,103	Total Cost (US\$)	1,309,135,103	Total Cost (US\$)

KARISMA APPAREL (MYANMAR) COMPANY LIMITED

Internal Rate of Return	13.15%
Payback period	6 years
Recoupment period	13 years

Proposed Garment Manufacturing Plant In Bago, Myanmar
Projected Income Statement for 30 (Thirty) Years

	Year 1 (18 Months Pre-Operation)	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10 (Full Capacity)
Revenue										
Production does	-	238,000	840,000	919,800	1,007,181	1,102,863	1,207,635	1,322,361	1,447,985	1,600,000
Total revenue - Export (CMP)		3,018,054	10,651,654	12,130,782	13,811,472	15,725,942	16,892,397	19,241,145	21,914,241	25,171,040
Expenses										
Salary and wages	0	1,419,303	5,009,305	5,704,596	6,496,394	7,398,094	7,943,816	9,046,418	10,302,060	11,838,956
Factory Expenses	121410.00	1,617,986	3,521,959	4,898,978	5,035,099	5,156,955	5,247,685	5,394,917	5,549,278	5,583,595
Sales Expenses	0.00	67,720	260,406	399,620	432,149	461,379	493,584	531,583	572,759	599,650
Administrative Expenses	18300.00	553,998	768,275	848,624	897,931	950,066	978,566	1,037,405	1,100,408	1,166,350
Financial Expenses	0.00	420,000	420,000	420,000	420,000	420,000	420,000	390,000	300,000	210,000
Total Expenses		4,079,008	9,979,945	12,271,818	13,281,573	14,386,493	15,083,651	16,400,323	17,824,505	19,398,551
Taxable Profit		(139,710)	(1,060,954)	671,709	(141,036)	529,899	1,339,449	1,808,746	2,840,822	4,089,736
Corporate Tax (25%)		-	-	-	-	-	334,862	452,187	710,206	1,022,434
Profit After Tax		(139,710)	(1,060,954)	671,709	(141,036)	529,899	1,004,587	1,356,560	2,130,617	3,067,302
CSR 2 % Contribution			13,434	0	10,598	20,092	27,131	42,612	61,346	86,587
Net profit after Tax and CSR		(139,710)	(1,060,954)	658,275	(141,036)	519,301	984,495	1,329,428	2,088,004	3,005,956
Accumulated Net Profit		(139,710)	(1,200,664)	(542,389)	(683,424)	(164,123)	820,372	2,149,800	4,237,805	7,243,760

Proposed Garment Manufacturing Plant In Bago, Myanmar
Projected Income Statement for 30 (Thirty) Years

<u>Revenue</u>	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20
<i>Production does</i>	1,606,400	1,612,826	1,619,277	1,625,754	1,632,257	1,638,786	1,645,341	1,651,923	1,658,530	1,665,164
Total revenue - Export (CIMP)	24,697,436	25,781,830	26,919,835	28,115,627	29,350,432	29,663,666	30,965,810	32,332,095	33,760,378	35,254,523
<u>Expenses</u>										
Salary and wages	12,361,764	12907659.87	13477662.13	14072835.69	14694292.12	15343192.06	16020747.42	16728223.63	17466941.98	18238282.14
Factory Expenses	5,471,415	5266454.15	5136048.86	5267599.80	5405221.23	5549275.89	5700151.09	5835860.48	5806145.99	5982079.91
Sales Expenses	615,527	626423.91	637533.10	656987.57	668566.60	680370.96	700631.85	712933.33	725474.00	746584.43
Administrative Expenses	1,209,985	1155715.24	1204344.99	1256260.12	1311726.57	1371034.18	1434498.88	1502465.25	1575309.18	1653440.92
Financial Expenses	120,000	30,000	0	0	0	0	0	-	0.00	0.00
Total Expenses	19,778,691	19,986,253	20,455,589	21,253,683	22,079,807	22,943,873	23,856,029	24,579,483	25,573,871	26,620,387
Taxable Profit	4,918,745	5,795,577	6,464,246	6,861,944	7,270,625	6,719,793	7,109,781	7,752,612	8,186,507	8,634,136
Corporate Tax (25%)	1,229,686	1,448,894	1,616,061	1,715,486	1,817,656	1,679,948	1,777,445	1,938,153	2,046,627	2,158,534
Profit After Tax	3,689,059	4,346,683	4,848,184	5,146,458	5,452,969	5,039,845	5,332,336	5,814,459	6,139,880	6,475,602
CSR 2 % Contribution	73,781	86,934	96,964	102,929	109,059	100,797	106,647	116,289	122,798	129,512
Net profit after Tax and CSR	3,615,278	4,259,749	4,751,221	5,043,529	5,343,910	4,939,048	5,225,689	5,698,170	6,017,083	6,346,090
Accumulated Net Profit	15,101,817	19,361,566	24,112,787	29,156,316	34,500,225	39,439,273	44,664,962	50,363,132	56,380,215	62,726,304

Proposed Garment Manufacturing Plant In Bago, Myanmar

Projected Income Statement for 30 (Thirty) Years

	Year 21	Year 22	Year 23	Year 24	Year 25	Year 26	Year 27	Year 28	Year 29	Year 30	30 Years Total
Revenue											
Production does	1,671,825	1,678,512	1,685,226	1,691,967	1,698,735	1,705,530	1,712,352	1,719,202	1,726,078	1,732,983	43,064,494
Total revenue - Export (CMP)	36,803,725	38,432,554	40,141,241	41,907,821	43,762,808	45,690,643	47,707,844	51,481,498	55,479,605	57,934,306	894,740,404
Expenses											
Salary and wages	19043684.68	19884653.79	20762760.10	21679643.59	22637016.65	23636667.31	24680462.54	27430812.57	30375944.01	31,717,346	458,319,534
Factory Expenses	6199819.57	6043368.28	6226907.17	6419696.78	6622338.24	6835476.39	7059803.05	7296060.69	7545046.24	7,807,615	165,404,245
Sales Expenses	759651.14	772971.71	794977.35	808854.62	823001.35	845950.55	860686.48	875708.40	89652.38	915,298	18,946,634
Administrative Expenses	1737308.32	1826151.27	1921674.19	2024457.04	2135133.95	2254398.44	2383009.19	2521796.37	2671668.58	2,833,620	44,303,923
Financial Expenses	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-	3,570,000
Total Expenses	27,740,464	28,527,145	29,706,319	30,932,652	32,217,490	33,572,493	34,983,961	38,124,378	41,492,311	43,273,879	690,544,335
Taxable Profit											
Corporate Tax (23%)	9,063,261	9,905,409	10,434,922	10,975,169	11,545,318	12,118,150	12,723,883	13,357,120	13,987,294	14,660,427	204,196,069
Profit After Tax	2,265,815	2,476,352	2,608,731	2,743,792	2,886,329	3,029,538	3,180,971	3,339,280	3,496,823	3,665,107	51,084,040
CSR 2 % Contribution	6,797,446	7,429,057	7,826,192	8,231,377	8,658,988	9,088,613	9,542,912	10,017,840	10,490,470	10,995,320	153,112,029
Net profit after Tax and CSR	135,949	148,581	156,524	164,628	173,180	181,772	190,858	200,357	209,809	219,906	3,089,075
Accumulated Net Profit	6,661,497	7,280,476	7,669,668	8,066,749	8,485,809	8,906,840	9,352,054	9,817,483	10,280,661	10,775,414	150,022,954
	69,387,801	76,668,277	84,337,945	92,404,694	100,890,502	109,797,343	119,149,397	128,966,880	139,247,541	150,022,954	

Proposed Garment Manufacturing Plant In Bago , Myanmar
Projected Income Statement For 30 (Thirty) Years

Detailed Revenue

Sr. No.	Particular	AU	Year									
			1	2	3	4	5	6	7	8	9	10
1.	Production											
	1 Kintted Crew Neck Tee Shirt	Dozen	0	160,463	566,225	606,619	654,668	716,861	784,963	859,535	941,190	1,040,000
	2 Kintted Outerwears	Dozen	0	29,937	105,775	129,221	151,077	165,429	181,145	198,354	217,198	240,000
	3 Kintted Pants	Dozen	0	26,180	92,400	101,178	110,790	121,315	132,840	145,460	159,278	176,000
	4 Kintted Dress	Dozen	0	21,420	75,600	82,782	90,646	99,258	108,687	119,012	130,319	144,000
	Total	Dozen	0	238,000	840,000	919,800	1,007,181	1,102,863	1,207,635	1,322,361	1,447,985	1,600,000
2.	CMP (USD/DOZ)											
	1 Kintted Crew Neck Tee Shirt	US\$	0	11.39	11.39	11.85	12.32	12.81	12.67	13.18	13.71	14.25
	2 Kintted Outerwears	US\$	0	18.00	18.00	18.00	18.31	19.04	18.84	19.6	20.38	21.19
	3 Kintted Pants	US\$	0	13.82	13.829	14.38	14.95	15.55	14.79	15.38	16	16.63
	4 Kintted Dress	US\$	0	13.53	13.5	14.03	14.60	15.18	14.44	15.02	15.62	16.24
3.	CMP Income (USD)											
	1 Kintted Crew Neck Tee Shirt	US\$	0	1,827,674	6,449,303	7,188,435	8,065,510	9,182,989	9,945,481	11,328,671	12,903,715	14,820,000
	2 Kintted Outerwears	US\$	0	538,866	1,903,950	2,325,978	2,766,220	3,149,768	3,412,772	3,887,738	4,426,495	5,085,600
	3 Kintted Pants	US\$	0	361,808	1,277,801	1,454,940	1,656,311	1,886,448	1,964,704	2,237,175	2,548,448	2,926,880
	4 Kintted Dress	US\$	0	289,707	1,020,600	1,161,429	1,323,432	1,506,736	1,569,440	1,787,560	2,035,583	2,338,560
	Total	US\$		3,018,054	10,651,654	12,130,782	13,811,472	15,725,942	16,892,397	19,241,145	21,914,241	25,171,040

Proposed Garment Manufacturing Plant In Bago , Myanmar
Projected Income Statement For 30 (Thirty) Years

Detailed Revenue

Sr. No.	Particular	AU	Year																	
			11	12	13	14	15	16	17	18	19	20								
1.	Production																			
	1 Kinted Crew Neck Tee Shirt	Dozen	1,044,160	1,048,337	1,052,530	1,056,740	1,060,967	1,065,211	1,069,472	1,073,750	1,078,044	1,082,356								
	2 Kinted Outerwears	Dozen	240,960	241,924	242,892	243,863	244,839	245,818	246,801	247,788	248,780	249,775								
	3 Kinted Pants	Dozen	176,704	177,411	178,120	178,833	179,548	180,266	180,988	181,711	182,438	183,168								
	4 Kinted Dress	Dozen	144,576	145,154	145,735	146,318	146,903	147,491	148,080	148,674	149,268	149,865								
	Total	Dozen	1,606,400	1,612,826	1,619,277	1,625,754	1,632,257	1,638,786	1,645,341	1,651,923	1,658,530	1,665,164								
2.	CMP (USD/DOZ)																			
	1 Kinted Crew Neck Tee Shirt	US\$	13.93	14.48	15.06	15.67	16.29	16.40	17.05	17.73	18.44	19.18								
	2 Kinted Outerwears	US\$	20.70	21.53	22.39	23.28	24.21	24.37	25.34	26.36	27.41	28.51								
	3 Kinted Pants	US\$	16.25	16.90	17.57	18.28	19.01	19.13	19.90	20.69	21.52	22.38								
	4 Kinted Dress	US\$	15.86	16.50	17.16	17.84	18.56	18.68	19.42	20.20	21.01	21.85								
	CMP Income (USD)																			
3	1 Kinted Crew Neck Tee Shirt	US\$	14,545,149	15,179,920	15,851,102	16,559,116	17,283,152	17,469,460	18,234,498	19,037,588	19,879,131	20,759,588								
	2 Kinted Outerwears	US\$	4,987,872	5,208,624	5,438,352	5,677,131	5,927,552	5,990,585	6,253,937	6,531,692	6,819,060	7,121,085								
	3 Kinted Pants	US\$	2,871,440	2,998,246	3,129,568	3,269,067	3,413,207	3,448,489	3,601,661	3,759,601	3,926,066	4,099,300								
	4 Kinted Dress	US\$	2,292,975	2,395,041	2,500,813	2,610,313	2,726,520	2,755,132	2,875,714	3,003,215	3,136,121	3,274,550								
	Total	US\$	24,697,436	25,781,830	26,919,835	28,115,627	29,350,432	29,663,666	30,965,810	32,332,095	33,760,378	35,254,523								

Proposed Garment Manufacturing Plant In Bago , Myanmar
Projected Income Statement For 30 (Thirty) Years

Detailed Revenue

Sr. No.	Particular	AU	Year									
			21	22	23	24	25	26	27	28	29	30
1.	Production	Dozen										
	1 Kintted Crew Neck Tee Shirt	Dozen	1,086,686	1,091,033	1,095,397	1,099,779	1,104,178	1,108,594	1,113,028	1,117,482	1,121,950	1,126,440
	2 Kintted Outwears	Dozen	250,774	251,777	252,784	253,795	254,810	255,830	256,853	257,880	258,912	259,947
	3 Kintted Pants	Dozen	183,901	184,636	185,375	186,116	186,861	187,608	188,359	189,112	189,869	190,628
2.	4 Kintted Dress	Dozen	150,464	151,066	151,670	152,277	152,886	153,498	154,112	154,728	155,347	155,968
	Total	Dozen	1,671,825	1,678,512	1,685,226	1,691,967	1,698,735	1,705,530	1,712,352	1,719,202	1,726,078	1,732,983
	CMP (USD/DOZ)											
	1 Kintted Crew Neck Tee Shirt	US\$	19.94	20.74	21.58	22.44	23.34	24.27	25.24	27.13	29.12	30.29
3.	2 Kintted Outwears	US\$	29.65	30.84	32.07	33.35	34.69	36.07	37.52	40.32	43.28	45.01
	3 Kintted Pants	US\$	23.28	24.21	25.18	26.18	27.23	28.32	29.45	31.65	33.97	35.33
	4 Kintted Dress	US\$	22.72	23.63	24.58	25.56	26.58	27.65	28.75	30.90	33.17	34.49
	Total	US\$	36,803,725	38,432,554	40,141,241	41,907,821	43,762,808	45,690,643	47,707,844	51,481,498	55,479,605	57,934,306
3.	CMP Income (USD)											
	1 Kintted Crew Neck Tee Shirt	US\$	21,668,519	22,628,024	23,638,667	24,679,041	25,771,515	26,905,576	28,092,827	30,317,287	32,671,184	34,119,868
	2 Kintted Outwears	US\$	7,435,449	7,764,803	8,106,783	8,464,063	8,839,359	9,227,788	9,637,125	10,397,722	11,205,711	11,700,214
	3 Kintted Pants	US\$	4,281,215	4,470,038	4,667,743	4,872,517	5,088,225	5,313,059	5,547,173	5,985,395	6,449,850	6,734,887
4.	4 Kintted Dress	US\$	3,418,542	3,569,690	3,728,049	3,892,200	4,063,710	4,244,220	4,430,720	4,781,095	5,152,860	5,379,336
	Total	US\$	36,803,725	38,432,554	40,141,241	41,907,821	43,762,808	45,690,643	47,707,844	51,481,498	55,479,605	57,934,306

Proposed Garment Manufacturing Plant In Bago, Myanmar

Projected Income Statement for 30 (Thirty) Years

Detail Expenses											
Salary and Wages											
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	
Direct Wages	0	1,277,373	4,508,374	5,134,137	5,846,755	6,658,284	7,149,434	8,141,776	9,271,854	10,655,060	
Staff Benefit	0	141,930	500,930	570,460	649,639	739,809	794,382	904,642	1,030,206	1,183,896	
Sub total	0	1,419,303	5,009,305	5,704,596	6,496,394	7,398,094	7,943,816	9,046,418	10,302,060	11,838,956	
Factory Expenses											
Indirect Wages	0	108,000	172,800	265,200	280,800	296,400	312,000	327,600	343,200	358,800	
Allowance & Benefits	0	10,800	17,280	26,520	28,080	29,640	31,200	32,760	34,320	35,880	
Depreciation	0	887,798	1,146,023	1,149,023	1,149,523	1,150,523	1,104,494	1,105,494	1,105,994	1,108,494	
Repair & Maintenance	0	40,460	153,816	248,227	267,192	287,605	312,555	338,028	365,577	272,000	
Material consumption	0	61,880	237,510	386,978	420,548	457,030	496,678	537,157	580,935	614,621	
Laundry agent and detergent	0	92,820	356,265	522,420	544,928	547,080	554,553	571,190	588,325	624,000	
Water, Fuel & Electricity	0	234,000	1,080,000	1,800,000	1,818,000	1,836,180	1,854,542	1,873,087	1,891,818	1,910,736	
Transportation	0	58,200	226,806	362,828	386,825	411,750	439,240	465,465	493,120	511,650	
Import Expenses	0	2,618	10,049	16,372	17,792	19,336	21,013	22,726	24,578	26,003	
Land Rental	121,410	121,410	121,410	121,410	121,410	121,410	121,410	121,410	121,410	121,410	
Other Manufacturing expenses											
Sub total	121,410	1,617,986	3,521,959	4,898,978	5,035,099	5,156,955	5,247,685	5,394,917	5,549,278	5,683,995	
Sales Expenses											
Export Expenses	0	9,520	33,600	36,792	45,323	49,629	54,344	66,118	79,639	88,000	
Transportation	0	58,200	226,806	362,828	386,825	411,750	439,240	465,465	493,120	511,650	
Sub total	0	67,720	260,406	399,620	432,149	461,379	493,584	531,583	572,759	599,650	
Administrative Expenses											
Audit fee	3,500	4,900	5,047	5,198	5,354	5,515	5,680	5,851	6,026	6,207	
Depreciation	-	130,859	130,859	130,859	130,859	130,859	104,345	104,345	104,345	99,858	
Salary & Allowance	6,000	54,000	96,000	132,600	140,400	148,200	156,000	163,800	171,600	179,400	
Staff Benefits	600	5,400	9,600	13,260	14,040	14,820	15,600	16,380	17,160	17,940	
Printing, Stationery & Misc Expenses	300	24,000	25,200	26,460	27,783	29,172	30,631	32,162	33,770	35,459	
Telephone, Internet & Fax	1,200	32,304	59,544	62,521	65,647	68,930	71,687	74,554	77,536	80,638	
Courier & Postal Expenses	300	55,000	57,750	60,638	63,669	66,853	70,195	73,705	77,391	81,260	
Traveling Expenses	1,200	45,900	48,195	50,605	53,135	55,792	58,581	61,510	64,586	67,815	
Vehicles	-	75,000	85,000	95,000	105,000	115,500	127,050	139,755	153,731	169,104	
Repair & Maintenance	-	47,600	168,000	183,960	201,436	220,573	241,527	264,472	289,597	320,000	
License & Certification Fee	-	18,200	19,110	20,066	21,069	22,122	23,228	24,390	25,609	26,890	
Social Security	-	2,435	3,690	5,200	5,200	5,200	5,200	5,200	5,200	5,200	
Entertainment	1,200	18,000	18,900	19,845	20,837	21,879	22,973	24,122	25,328	26,594	
Insurance	-	36,000	36,540	37,088	37,644	38,209	38,782	39,364	39,954	40,554	
General & Misc Expenses	4,000	4,400	4,840	5,324	5,856	6,442	7,086	7,795	8,574	9,432	
Sub total	18,300	553,998	768,275	848,624	897,931	950,066	978,566	1,037,405	1,100,408	1,166,350	
Financial Expenses											
Loan Interest (3%)	0.00	420,000	420,000	420,000	420,000	420,000	420,000	390,000	300,000	210,000	
Bank Expenses											
Remittance Profit & Loss											
Sub total	-	420,000	420,000	420,000	420,000	420,000	420,000	390,000	300,000	210,000	

Proposed Garment Manufacturing Plant In Bago, Myanmar

Projected Income Statement for 30 (Thirty) Years

Detail Expenses	Year									
	11	12	13	14	15	16	17	18	19	20
Salary and Wages										
Direct Wages	11,123,588	11,616,894	12,129,896	12,665,552	13,224,863	13,808,873	14,418,673	15,055,401	15,720,248	16,414,454
Staff Benefit	1,236,176	1,290,766	1,347,766	1,407,284	1,469,429	1,534,319	1,602,075	1,672,822	1,746,694	1,823,828
Sub total	12,361,764	12,907,660	13,477,662	14,072,836	14,694,292	15,343,192	16,020,747	16,728,224	17,466,942	18,238,282
Factory Expenses										
Indirect Wages	374,400	404,352	436,700	471,636	509,367	550,116	594,126	641,656	692,988	748,427
Allowance & Benefits	37,440	40,435	43,670	47,164	50,937	55,012	59,413	64,166	69,299	74,843
Depreciation	1,108,994	785,126	530,400	531,900	533,400	534,900	536,400	538,000	321,500	325,000
Repair & Maintenance	272,000	285,600	299,880	314,874	330,618	347,149	364,506	382,731	401,868	421,961
Material consumption	416,000	432,640	449,946	467,943	486,661	506,128	526,373	547,428	569,325	592,098
Laundry agent and detergent	626,496	651,556	677,618	704,723	732,912	762,228	792,717	824,426	857,403	891,699
Water, Fuel & Electricity	1,929,844	1,949,142	1,968,633	1,988,320	2,008,203	2,028,285	2,048,568	2,069,054	2,089,744	2,110,642
Transportation	527,175	537,719	548,473	559,442	570,631	582,044	593,685	605,558	617,670	630,023
Import Expenses	27,303	28,122	28,966	29,835	30,730	31,652	32,602	33,580	34,587	35,625
Land Rental	151,763	151,763	151,763	151,763	151,763	151,763	151,763	151,763	151,763	151,763
Other Manufacturing expenses										
Sub total	5,471,415	5,266,454	5,136,049	5,267,600	5,405,221	5,549,276	5,700,151	5,855,860	5,986,146	5,992,080
Sales Expenses										
Export Expenses	88,352	88,705	89,060	97,545	97,935	98,327	106,947	107,375	107,804	116,562
Transportation	522,175	537,719	548,473	559,442	570,631	582,044	593,685	605,558	617,670	630,023
Sub total	615,527	626,424	637,533	656,988	668,567	680,371	700,632	712,933	725,474	746,584
Administrative Expenses										
Audit fee	6,393	6,585	6,783	6,986	7,196	7,412	7,634	7,863	8,099	8,342
Depreciation	99,858									
Salary & Allowance	187,200	196,560	206,388	216,707	227,543	238,920	250,866	263,409	276,580	290,409
Staff Benefits	18,720	19,656	20,639	21,671	22,754	23,892	25,087	26,341	27,658	29,041
Printing, Stationery & Misc Expenses	37,232	38,721	40,270	41,881	43,556	45,298	47,110	48,995	50,954	52,993
Telephone, Internet & Fax	83,863	87,218	90,707	94,335	98,108	102,033	106,114	110,359	114,773	119,364
Counter & Postal Expenses	85,323	88,736	92,285	95,977	99,816	103,809	107,961	112,279	116,770	121,441
Traveling Expenses	71,206	74,054	77,016	80,097	83,301	86,633	90,098	93,702	97,450	101,348
Vehicles	186,014	204,615	223,077	247,585	272,343	299,577	329,535	362,488	398,737	438,611
Repair & Maintenance	321,280	322,565	323,855	325,151	326,451	327,757	329,068	330,385	331,706	333,033
License & Certification Fee	28,234	29,364	30,538	31,760	33,030	34,351	35,725	37,154	38,640	40,186
Social Security	5,200	5,408	5,624	5,849	6,083	6,327	6,580	6,843	7,117	7,401
Entertainment	27,924	29,041	30,202	31,411	32,667	33,974	35,333	36,746	38,216	39,744
Insurance	41,162	41,779	42,406	43,042	43,688	44,343	45,008	45,683	46,369	47,064
General & Misc Expenses	10,375	11,412	12,554	13,809	15,190	16,709	18,380	20,218	22,240	24,464
Sub total	1,209,985	1,155,715	1,204,345	1,256,260	1,311,727	1,371,034	1,434,499	1,502,465	1,575,509	1,653,441
Financial Expenses										
Loan Interest (3%)	120,000	30,000	0	0	0	0	0	0	0	
Bank Expenses										
Remittance Profit & Loss										
Sub total	120,000	30,000	-	-	-	-	-	-	-	-

Proposed Garment Manufacturing Plant In Bago, Myanmar
Projected Income Statement for 30 (Thirty) Years

Detailed Financial Statement - 30 Years Projection												
Detail Expenses		Year 21	Year 22	Year 23	Year 24	Year 25	Year 26	Year 27	Year 28	Year 29	Year 30	30 Years Total
Salary and Wages												
Direct Wages	17,139,316	17,896,188	18,686,484	19,511,679	20,373,315	21,273,001	22,212,416	24,687,731	27,338,350	28,545,611	412,487,581	
Staff Benefit	1,904,368	1,988,465	2,076,276	2,167,964	2,263,702	2,363,667	2,468,046	2,743,081	3,037,594	3,171,735	45,831,953	
Sub total	19,043,685	19,884,654	20,762,760	21,679,644	22,637,017	23,636,667	24,680,463	27,430,813	30,375,944	31,717,346	458,319,534	
Factory Expenses												
Indirect Wages	808,302	872,966	942,803	1,018,227	1,099,685	1,187,660	1,282,673	1,385,287	1,496,110	1,615,798	19,598,079	
Allowance & Benefits	80,830	87,297	94,280	101,823	109,969	118,766	128,267	138,529	149,611	161,580	1,959,808	
Depreciation	331,300										15,761,788	
Repair & Maintenance	443,059	465,212	488,473	512,897	538,541	565,468	593,742	623,429	654,600	687,350	11,279,400	
Material consumption	615,782	634,255	653,283	672,881	693,068	713,860	735,275	757,334	780,054	803,455	15,847,124	
Laundry, agent and detergent	927,367	955,188	983,844	1,013,359	1,043,760	1,075,073	1,107,325	1,140,545	1,174,761	1,210,004	22,554,584	
Water, Fuel & Electricity	2,131,748	2,153,065	2,174,596	2,196,342	2,218,305	2,240,489	2,262,893	2,285,522	2,308,378	2,331,461	56,791,598	
Transportation	642,623	655,476	668,585	681,957	695,956	709,508	723,698	738,172	752,936	767,994	16,164,850	
Import Expenses	36,693	37,794	38,928	40,096	41,299	42,538	43,814	45,128	46,482	47,877	894,139	
Land Rental	182,115	182,115	182,115	182,115	182,115	182,115	182,115	182,115	182,115	182,115	4,552,875	
Other Manufacturing expenses												
Sub total	6,199,820	6,043,368	6,226,907	6,419,697	6,622,338	6,835,476	7,059,803	7,296,061	7,545,046	7,807,615	165,404,245	
Sales Expenses												
Export Expenses	117,028	117,496	126,392	126,898	127,405	136,442	136,988	137,536	146,717	147,304	2,781,784	
Transportation	642,623	655,476	668,585	681,957	695,956	709,508	723,698	738,172	752,936	767,994	16,164,850	
Sub total	759,651	772,972	794,977	808,855	823,001	845,951	860,686	875,708	899,652	915,298	18,946,634	
Administrative Expenses												
Audit fee	8,592	8,850	9,115	9,389	9,671	9,961	10,260	10,567	10,884	11,211	225,072	
Depreciation											1,167,048	
Salary & Allowance	304,929	320,176	336,184	352,994	370,643	389,175	408,634	429,066	450,519	473,045	7,437,947	
Staff Benefits	30,493	32,018	33,618	35,299	37,064	38,918	40,863	42,907	45,052	47,305	743,795	
Printing, Stationery & Misc Expenses	55,112	57,317	59,609	61,994	64,474	67,053	69,735	72,524	75,425	78,442	1,373,631	
Telephone, Internet & Fax	124,138	129,104	134,268	139,639	145,224	151,033	157,075	163,358	169,892	176,688	3,009,853	
Courner & Postal Expenses	126,299	131,351	136,605	142,069	147,752	153,662	159,808	166,201	172,849	179,763	3,147,518	
Traveling Expenses	105,402	109,618	114,003	118,563	123,306	128,238	133,367	138,702	144,250	150,020	2,627,696	
Vehicles	482,472	530,719	583,791	642,170	706,387	778,026	854,729	940,202	1,034,222	1,137,644	11,719,085	
Repair & Maintenance	334,365	335,702	337,045	338,393	339,747	341,106	342,470	343,840	345,216	346,597	8,612,899	
License & Certification Fee	41,793	42,629	43,482	44,352	45,239	46,143	47,066	48,008	48,968	49,947	997,293	
Social Security	7,697	8,005	8,325	8,658	9,005	9,365	9,740	10,129	10,534	10,956	197,371	
Entertainment	41,334	42,574	43,851	45,167	46,522	47,918	49,335	50,836	52,361	53,932	1,008,786	
Insurance	47,770	48,487	49,214	49,952	50,702	51,462	52,234	53,018	53,813	54,620	1,295,953	
General & Misc Expenses	26,910	29,601	32,561	35,817	39,399	43,339	47,673	52,440	57,684	63,452	657,976	
Sub total	1,737,308	1,826,151	1,921,674	2,024,457	2,135,134	2,254,398	2,383,009	2,521,796	2,671,669	2,833,620	44,303,923	
Financial Expenses												
Loan Interest (3%)											3,570,000	
Bank Expenses												
Remittance Profit & Loss												
Sub total												
2, 2774, 0000, 00												

Projected Cash Flow for 30 (Thirty) Years

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
	(18 Months Pre-Operation)									
Cash Inflow										
Net profit after tax	-139,710	(1,060,954)	658,275	(141,036)	519,301	984,495	1,329,428	2,088,004	3,005,956	4,242,779
Depreciation- factory	-	887,798	1,146,023	1,149,023	1,149,523	1,150,523	1,104,494	1,105,494	1,105,994	1,108,494
Depreciation- administrative	-	130,859	130,859	130,859	130,859	130,859	104,345	104,345	104,345	99,858
Total Inflow	(139,710)	(42,297)	1,935,157	1,138,846	1,799,683	2,265,877	2,538,267	3,297,843	4,216,295	5,451,131
Cash Outflow										
Capital contribution	-15,000,000	(5,000,000)	(70,000)	(50,000)	(65,000)	(80,000)	(85,000)	(120,000)	(125,000)	(130,000)
loan repayment	-	0	0	0	0	0	0	(1,000,000)	(3,000,000)	(3,000,000)
Total outflow	(15,000,000)	(5,000,000)	(70,000)	(50,000)	(65,000)	(80,000)	(85,000)	(1,120,000)	(3,125,000)	(3,130,000)
Net cash	-15,139,710	-5,042,297	1,865,157	1,088,846	1,734,683	2,185,877	2,453,267	2,177,843	1,091,295	2,321,131
Accumulated net cash flow	-15,139,710	(20,182,007)	(18,316,850)	(17,228,003)	(15,493,320)	(13,307,443)	(10,854,176)	(8,676,332)	(7,585,038)	(5,263,907)
IRR	13.15%									

Proposed Garment Manufacturing Plant In Bago, Myanmar

Projected Cash Flow for 30 (Thirty) Years

[illegible]

Proposed Garment Manufacturing Plant In Bago, Myanmar

Projected Cash Flow for 30 (Thirty) Years

[illegible]

Staff Salary & Wages Schedule for 30 Years for Projected Garment Factory in Bago (Karisma Apparel (Myanmar) Company Limited) (Annex 7)

			1st Year (Pre-operation)										2nd Year (6 months Pre-operation & 6 months Trial Production)									
Categories	Sr. No.	Positions	Numbers of Staff (Local)	Numbers of Staff (Foreigner)	Total Numbers of Staff	Salary Per Staff Per Month (Local)	Salary Per Staff Per Month (Foreigner)	Total Salary Per Month (Local)	Total Salary Per Month (Foreigner)	Total Salary Per Year (Local)	Total Salary Per Year (Foreigner)	Grand Total	Numbers of Staff (Local)	Numbers of Staff (Foreigner)	Total Numbers of Staff	Salary Per Staff Per Month (Local)	Salary Per Staff Per Month (Foreigner)	Total Salary Per Month (Local)	Total Salary Per Month (Foreigner)	Total Salary Per Year (Local)	Total Salary Per Year (Foreigner)	Grand Total
Production Salary & Wages	1	Skillful Worker	0	0	0	0	0	0	0	0	0	0	500	0	500	120	0	60000	0	360000	0	1277373
	2	General Worker	0	0	0	0	0	0	0	0	0		250	0	250	105	0	26250	0	157500	0	
	3	Trainee	0	0	0	0	0	0	0	0	0		630	0	630	90	0	56710	0	340259	0	
	4	Production Assistants	0	0	0	0	0	0	0	0	0		28	0	28	110	0	3080	0	18480	0	
	5	Production Leaders & Technicians	0	0	0	0	0	0	0	0	0		43	0	43	169	0	7276	0	43655	0	
	6	Senior Sewing Operators	0	0	0	0	0	0	0	0	0		0	98	98	370	0	36260	0	217560	0	
	7	Sewing Technician	0	0	0	0	0	0	0	0	0		0	2	2	680	0	1360	0	16320	0	
	8	Cutting Technician	0	0	0	0	0	0	0	0	0		0	2	2	650	0	1300	0	15600	0	
	9	Embroidery Technician	0	0	0	0	0	0	0	0	0		0	2	2	680	0	1360	0	16320	0	
	10	Printing Technician	0	0	0	0	0	0	0	0	0		0	2	2	800	0	1600	0	19200	0	
	11	Laundry Technician	0	0	0	0	0	0	0	0	0		0	2	2	800	0	1600	0	19200	0	
	12	Carton Box Technician	0	0	0	0	0	0	0	0	0		0	1	1	800	0	800	0	9600	0	
	13	Sewing Mechanic	0	0	0	0	0	0	0	0	0		0	3	3	680	0	2040	0	24480	0	
	14	Senior Sewing Mechanic	0	0	0	0	0	0	0	0	0		0	2	2	800	0	1600	0	19200	0	
Factory Wages	15	Factory Manager	0	0	0	0	0	0	0	0	0	0	0	1	1	1150	0	1150	0	13800	0	108000
	16	Assistant Factory Manager	0	0	0	0	0	0	0	0	0		0	1	1	748	0	748	0	8970	0	
	17	Production Manager	0	0	0	0	0	0	0	0	0		1	0	1	860	0	860	0	5160	0	
	18	Assistant Production Manager	0	0	0	0	0	0	0	0	0		1	0	1	500	0	500	0	3000	0	
	19	Production Supervisors	0	0	0	0	0	0	0	0	0		1	0	1	200	0	200	0	1200	0	
	20	Sewing Section Manager	0	0	0	0	0	0	0	0	0		0	1	1	820	0	820	0	9840	0	
	21	Assistant Sewing Section Manager	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0	0	0	0	
	22	Cutting Section Manager	0	0	0	0	0	0	0	0	0		0	1	1	820	0	820	0	9840	0	
	23	Assistant Cutting Section Manager	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0	0	0	0	
	24	Finishing Section Manager	0	0	0	0	0	0	0	0	0		0	1	1	820	0	820	0	9840	0	
	25	Assistant Finishing Section Manager	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0	0	0	0	
	26	Maintenance Manager	0	0	0	0	0	0	0	0	0		0	1	1	820	0	820	0	9840	0	
	27	Assistant Maintenance Manager	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0	0	0	0	
	28	Merchandising Manager	0	0	0	0	0	0	0	0	0		0	1	1	820	0	820	0	9840	0	
	29	Assistant Merchandising Manager	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0	0	0	0	
	30	Senior Merchandising Supervisor	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0	0	0	0	
	31	QC/QA Manager	0	0	0	0	0	0	0	0	0		0	1	1	800	0	800	0	9600	0	
	32	Assistant QC/QA Manager	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0	0	0	0	
	33	Quality Assurance Supervisor	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0	0	0	0	
	34	Quality Control Supervisor	0	0	0	0	0	0	0	0	0		1	0	1	500	0	500	0	3000	0	
Administrative Wages	35	Merchandising Supervisor	0	0	0	0	0	0	0	0	0	6000	1	0	1	160	0	160	0	960	0	54000
	36	Maintenance Supervisor	0	0	0	0	0	0	0	0	0		1	0	1	115	0	115	0	13110	0	
	37	Production Clerical Staffs	0	0	0	0	0	0	0	0	0		19	0	19	115	0	2185	0	13110	0	
	38	General Manager	0	0	0	0	0	0	0	0	0		0	1	1	1800	0	1800	0	21600	0	
	39	General Manager Assistant	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0	0	0	0	
	40	Administration Manager	0	0	0	0	0	0	0	0	0		1	0	1	450	0	450	0	4050	0	
	41	Human Resource Manager	0	0	0	0	0	0	0	0	0		1	0	1	450	0	450	0	4050	0	
	42	Finance Manager	0	0	0	0	0	0	0	0	0		1	0	1	796	0	796	0	7164	0	
	43	Logistic Manager	0	0	0	0	0	0	0	0	0		1	0	1	500	0	500	0	4500	0	
	44	ITC Manager	0	0	0	0	0	0	0	0	0		1	0	1	500	0	500	0	4500	0	
	45	Administration Supervisor	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0	0	0	0	
	46	Human Resource Supervisor	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0	0	0	0	
	47	Finance Supervisor	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0	0	0	0	
	48	Clerical & other Staffs	2	0	2	250	0	500	0	6000	0		12	0	12	113	0	1356	0	8136	0	
Total			2	0	2			US\$500	US\$0	US\$6,000	US\$0	US\$6,000	1492	123	1615			US\$161,773	US\$56,518	US\$978,723	US\$460,650	US\$1,439,373

Staff Salary & Wages Schedule for 30 Years for Projected Garment Factory in Bago (Karisma Apparel (Myanmar) Company Limited)

			3rd Year										4th Year									
Categories	Sr. No.	Positions	Numbers of Staff (Local)	Numbers of Staff (Foreigner)	Total Numbers of Staff	Salary Per Staff Per Month (Local)	Salary Per Staff Per Month (Foreigner)	Total Salary Per Month (Local)	Total Salary Per Month (Foreigner)	Total Salary Per Year (Local)	Total Salary Per Year (Foreigner)	Grand Total	Numbers of Staff (Local)	Numbers of Staff (Foreigner)	Total Numbers of Staff	Salary Per Staff Per Month (Local)	Salary Per Staff Per Month (Foreigner)	Total Salary Per Month (Local)	Total Salary Per Month (Foreigner)	Total Salary Per Year (Local)	Total Salary Per Year (Foreigner)	Grand Total
Production Salary & Wages	1	Skillful Worker	1410	0	1410	125		176447		2117364		4508374	1650	0	1650	129		212867		2554398		5134137
	2	General Worker	705	0	705	110		77511		930126			825	0	825	113		93509		1122109		
	3	Trainee	650	0	650	90		58510		702121			600	0	600	95		56800		681595		
	4	Production Assistants	28	0	28	116		3236		38831			28	0	28	116		3236		38830		
	5	Production Leaders & Technicians	56	0	56	171		9590		115076			56	0	56	177		9886		118635		
	6	Senior Sewing Operators	0	98	98		373		36527		438318		0	98	98		380		37240		446880	
	7	Sewing Technician	0	2	2		706		1411		16936		0	2	2		728		1455		17460	
	8	Cutting Technician	0	2	2		706		1411		16936		0	2	2		728		1455		17460	
	9	Embroidery Technician	0	2	2		894		1788		21453		0	2	2		922		1843		22116	
	10	Printing Technician	0	2	2		894		1788		21453		0	2	2		922		1843		22116	
	11	Laundry Technician	0	2	2		894		1788		21453		0	2	2		922		1843		22116	
	12	Carton Box Technician	0	2	2		894		1788		21453		0	2	2		922		1843		22116	
	13	Sewing Mechanic	0	3	3		706		2117		25404		0	3	3		728		2183		26190	
	14	Senior Sewing Mechanic	0	2	2		894		1788		21453		0	2	2		922		1843		22116	
Factory Wages	15	Factory Manager	0	1	1		1150		1150		13800	172800	0	1	1		1150		1150		13800	265200
	16	Assistant Factory Manager	0	1	1		760		760		9120		0	1	1		760		760		9120	
	17	Production Manager	1	0	1	860		860		10320			1	0	1	865		865		10380		
	18	Assistant Production Manager	1	0	1	535		535		6420			1	0	1	540		540		6480		
	19	Production Supervisors	4	0	4	200		800		9600			4	0	4	204		817		9799		
	20	Sewing Section Manager	0	1	1		835		835		10020		0	1	1		854		854		10243	
	21	Assistant Sewing Section Manager	0	0	0		0		0		0		0	1	1		679		679		8148	
	22	Cutting Section Manager	0	1	1		835		835		10020		0	1	1		854		854		10243	
	23	Assistant Cutting Section Manager	0	0	0		0		0		0		0	2	2		660		1319		15830	
	24	Finishing Section Manager	0	1	1		835		835		10020		0	1	1		854		854		10243	
	25	Assistant Finishing Section Manager	0	0	0		0		0		0		0	2	2		660		1319		15830	
	26	Maintenance Manager	0	1	1		835		835		10020		0	1	1		854		854		10243	
	27	Assistant Maintenance Manager	0	0	0		0		0		0		0	1	1		660		660		7915	
	28	Merchandising Manager	0	1	1		835		835		10020		0	2	2		854		1707		20486	
	29	Assistant Merchandising Manager	0	0	0		0		0		0		0	1	1		660		660		7915	
	30	Senior Merchandising Supervisor	0	1	1		598		598		7176		0	2	2		611		1222		14666	
	31	QC/QA Manager	0	1	1		875		875		10500		0	2	2		902		1804		21650	
	32	Assistant QC/QA Manager	0	0	0		0		0		0		0	1	1		660		660		7915	
	33	Quality Assurance Supervisor	0	1	1		595		595		7140		0	1	1		611		611		7333	
	34	Quality Control Supervisor	0	1	1		595		595		7140		0	1	1		611		611		7333	
Administrative Wages	35	Merchandising Supervisor	1	0	1	585		585		7020		96000	1	0	1	590		590		7080		132600
	36	Maintenance Supervisor	2	0	2	160		320		3840			1	0	1	160		160		1920		
	37	Production Clerical Staffs	22	0	22	116		2552		30624			22	0	22	116		2552		30624		
	38	General Manager	0	1	1		1800		1800		21600		0	1	1		2000		2000		24000	
	39	General Manager Assistant	0	1	1		850		850		10199		0	2	2		882		1764		21167	
	40	Administration Manager	1	0	1	454		454		5447			1	0	1	522		522		6270		
	41	Human Resource Manager	1	0	1	454		454		5450			1	0	1	522		522		6273		
	42	Finance Manager	1	0	1	850		850		10200			1	0	1	933		933		11196		
	43	Logistic Manager	1	0	1	520		520		6240			1	0	1	522		522		6270		
	44	ITC Manager	1	0	1	520		520		6240			1	0	1	522		522		6270		
	45	Administration Supervisor	0	0	0	0		0		0			1	0	1	164		164		1973		
	46	Human Resource Supervisor	0	0	0	0		0		0			1	0	1	164		164		1973		
	47	Finance Supervisor	0	0	0	0		0		0			1	0	1	166		166		1996		
	48	Clerical & other Staffs	22	0	22	116		2552		30624			30	0	30	126		3768		45211		
Total			2907	128	3035			US\$336,295	US\$61,803	US\$4,035,542	US\$741,632	US\$4,777,175	3227	140	3367			US\$389,107	US\$71,888	US\$4,669,282	US\$862,654	US\$5,531,936

Staff Salary & Wages Schedule for 30 Years for Projected Garment Factory in Bago (Karisma Apparel (Myanmar) Company Limited)

			5th Year										6th Year									
Categories	Sr. No.	Positions	Numbers of Staff (Local)	Numbers of Staff (Foreigner)	Total Numbers of Staff	Salary Per Staff Per Month (Local)	Salary Per Staff Per Month (Foreigner)	Total Salary Per Month (Local)	Total Salary Per Month (Foreigner)	Total Salary Per Year (Local)	Total Salary Per Year (Foreigner)	Grand Total	Numbers of Staff (Local)	Numbers of Staff (Foreigner)	Total Numbers of Staff	Salary Per Staff Per Month (Local)	Salary Per Staff Per Month (Foreigner)	Total Salary Per Month (Local)	Total Salary Per Month (Foreigner)	Total Salary Per Year (Local)	Total Salary Per Year (Foreigner)	Grand Total
Production Salary & Wages	1	Skillful Worker	1850	0	1850	133		246050		2952600		5846755	2100	0	2100	140		294000		3528000		6658284
	2	General Worker	1000	0	1000	117		116850		1402198			1050	0	1050	123		129150		1549798		
	3	Trainee	600	0	600	97		58200		698400			650	0	650	100		65000		780000		
	4	Production Assistants	30	0	30	119		3584		43005			30	0	30	123		3697		44366		
	5	Production Leaders & Technicians	58	0	58	182		10556		126672			58	0	58	190		11020		132240		
	6	Senior Sewing Operators	0	98	98		380		37240		446880		0	98	98		380		37240		446880	
	7	Sewing Technician	0	2	2		750		1500		18000		0	2	2		750		1500		18000	
	8	Cutting Technician	0	2	2		750		1500		18000		0	2	2		750		1500		18000	
	9	Embroidery Technician	0	2	2		950		1900		22800		0	2	2		950		1900		22800	
	10	Printing Technician	0	2	2		950		1900		22800		0	2	2		950		1900		22800	
	11	Laundry Technician	0	2	2		950		1900		22800		0	2	2		950		1900		22800	
	12	Carton Box Technician	0	2	2		950		1900		22800		0	2	2		950		1900		22800	
	13	Sewing Mechanic	0	3	3		750		2250		27000		0	3	3		750		2250		27000	
	14	Senior Sewing Mechanic	0	2	2		950		1900		22800		0	2	2		950		1900		22800	
Factory Wages	15	Factory Manager	0	1	1		1200		1200		14400	280800	0	1	1		1300		1300		15600	296400
	16	Assistant Factory Manager	0	1	1		780		780		9360		0	1	1		800		800		9600	
	17	Production Manager	1	0	1	880		880		10560			1	0	1	900		900		10800		
	18	Assistant Production Manager	1	0	1	550		550		6600			1	0	1	550		550		6600		
	19	Production Supervisors	4	0	4	205		820		9840			5	0	5	210		1050		12600		
	20	Sewing Section Manager	0	1	1		880		880		10560		0	1	1		900		900		10800	
	21	Assistant Sewing Section Manager	0	2	2		700		1400		16800		0	2	2		720		1440		17280	
	22	Cutting Section Manager	0	1	1		880		880		10560		0	1	1		900		900		10800	
	23	Assistant Cutting Section Manager	0	2	2		680		1360		16320		0	2	2		700		1400		16800	
	24	Finishing Section Manager	0	1	1		880		880		10560		0	1	1		900		900		10800	
	25	Assistant Finishing Section Manager	0	2	2		680		1360		16320		0	2	2		700		1400		16800	
	26	Maintenance Manager	0	1	1		880		880		10560		0	1	1		900		900		10800	
	27	Assistant Maintenance Manager	0	1	1		680		680		8160		0	2	2		700		1400		16800	
	28	Merchandising Manager	0	2	2		880		1760		21120		0	2	2		900		1800		21600	
	29	Assistant Merchandising Manager	0	1	1		680		680		8160		0	1	1		700		700		8400	
	30	Senior Merchandising Supervisor	0	2	2		630		1260		15120		0	2	2		650		1300		15600	
	31	QC/QA Manager	0	2	2		930		1860		22320		0	2	2		950		1900		22800	
	32	Assistant QC/QA Manager	0	1	1		680		680		8160		0	1	1		700		700		8400	
	33	Quality Assurance Supervisor	0	1	1		630		630		7560		0	1	1		650		650		7800	
	34	Quality Control Supervisor	0	1	1		630		630		7560		0	1	1		650		650		7800	
Administrative Wages	35	Merchandising Supervisor	1	0	1	594		594		7128		140400	1	0	1	600		600		7200		148200
	36	Maintenance Supervisor	1	0	1	160		160		1920			1	0	1	160		160		1920		
	37	Production Clerical Staffs	22	0	22	118		2596		31152			20	0	20	120		2400		28800		
	38	General Manager	0	1	1		2000		2000		24000		0	1	1		2000		2000		24000	
	39	General Manager Assistant	0	2	2		900		1800		21600		0	2	2		940		1880		22560	
	40	Administration Manager	1	0	1	539		539		6466			1	0	1	599		599		7184		
	41	Human Resource Manager	1	0	1	539		539		6466			1	0	1	599		599		7184		
	42	Finance Manager	1	0	1	962		962		11543			1	0	1	1069		1069		12825		
	43	Logistic Manager	1	0	1	539		539		6464			1	0	1	599		599		7182		
	44	ITC Manager	1	0	1	539		539		6464			1	0	1	599		599		7182		
	45	Administration Supervisor	1	0	1	170		170		2034			1	0	1	180		180		2154		
	46	Human Resource Supervisor	1	0	1	170		170		2034			1	0	1	180		180		2154		
	47	Finance Supervisor	1	0	1	171		171		2058			1	0	1	181		181		2166		
	48	Clerical & other Staffs	33	0	33	129		4273		51272			33	0	33	135		4467		53609		
Total			3609	141	3750			US\$448,739	US\$73,590	US\$5,384,874	US\$883,080	US\$6,267,954	3958	142	4100			US\$516,997	US\$74,910	US\$6,203,964	US\$898,920	US\$7,102,884

Staff Salary & Wages Schedule for 30 Years for Projected Garment Factory in Bago (Karisma Apparel (Myanmar) Company Limited)

			7th Year										8th Year									
Categories	Sr. No.	Positions	Numbers of Staff (Local)	Numbers of Staff (Foreigner)	Total Numbers of Staff	Salary Per Staff Per Month (Local)	Salary Per Staff Per Month (Foreigner)	Total Salary Per Month (Local)	Total Salary Per Month (Foreigner)	Total Salary Per Year (Local)	Total Salary Per Year (Foreigner)	Grand Total	Numbers of Staff (Local)	Numbers of Staff (Foreigner)	Total Numbers of Staff	Salary Per Staff Per Month (Local)	Salary Per Staff Per Month (Foreigner)	Total Salary Per Month (Local)	Total Salary Per Month (Foreigner)	Total Salary Per Year (Local)	Total Salary Per Year (Foreigner)	Grand Total
Production Salary & Wages	1	Skillful Worker	2200	0	2200	145		319000		3828000		7149434	2450	0	2450	150		367500		4410000		8141776
	2	General Worker	1100	0	1100	125		137096		1645154			1220	0	1220	130		158600		1903200		
	3	Trainee	680	0	680	108		73440		881280			757	0	757	110		83270		999240		
	4	Production Assistants	30	0	30	130		3900		46800			34	0	34	133		4511		54136		
	5	Production Leaders & Technicians	58	0	58	195		11310		135720			58	0	58	200		11600		139200		
	6	Senior Sewing Operators	0	98	98		380		37240		446880		0	98	98		400		39200		470400	
	7	Sewing Technician	0	2	2		750		1500		18000		0	2	2		800		1600		19200	
	8	Cutting Technician	0	2	2		750		1500		18000		0	2	2		800		1600		19200	
	9	Embroidery Technician	0	2	2		950		1900		22800		0	2	2		1000		2000		24000	
	10	Printing Technician	0	2	2		950		1900		22800		0	2	2		1000		2000		24000	
	11	Laundry Technician	0	2	2		950		1900		22800		0	2	2		1000		2000		24000	
	12	Carton Box Technician	0	2	2		950		1900		22800		0	2	2		1000		2000		24000	
	13	Sewing Mechanic	0	3	3		750		2250		27000		0	2	2		800		1600		19200	
	14	Senior Sewing Mechanic	0	1	1		950		950		11400		0	1	1		1000		1000		12000	
Factory Wages	15	Factory Manager	0	1	1		1470		1470		17640	312000	0	1	1		1800		1800		21600	327600
	16	Assistant Factory Manager	0	1	1		940		940		11280		0	1	1		1100		1100		13200	
	17	Production Manager	1	0	1	1080		1080		12960			1	0	1	1200		1200		14400		
	18	Assistant Production Manager	1	0	1	630		630		7560			1	0	1	700		700		8400		
	19	Production Supervisors	10	0	10	243		2430		29160			10	0	10	270		2700		32400		
	20	Sewing Section Manager	0	1	1		1030		1030		12360		0	1	1		1200		1200		14400	
	21	Assistant Sewing Section Manager	0	1	1		810		810		9720		0	1	1		900		900		10800	
	22	Cutting Section Manager	0	1	1		1050		1050		12600		0	1	1		1200		1200		14400	
	23	Assistant Cutting Section Manager	0	1	1		810		810		9720		0	1	1		900		900		10800	
	24	Finishing Section Manager	0	1	1		1080		1080		12960		0	1	1		1200		1200		14400	
	25	Assistant Finishing Section Manager	0	1	1		810		810		9720		0	1	1		900		900		10800	
	26	Maintenance Manager	0	1	1		990		990		11880		0	1	1		1100		1100		13200	
	27	Assistant Maintenance Manager	0	1	1		810		810		9720		0	1	1		900		900		10800	
	28	Merchandising Manager	0	1	1		1050		1050		12600		0	1	1		1200		1200		14400	
	29	Assistant Merchandising Manager	0	1	1		810		810		9720		0	1	1		900		900		10800	
	30	Senior Merchandising Supervisor	0	2	2		720		1440		17280		0	1	1		800		800		9600	
	31	QC/QA Manager	0	2	2		1050		2100		25200		0	1	1		1200		1200		14400	
	32	Assistant QC/QA Manager	0	1	1		810		810		9720		0	1	1		900		900		10800	
	33	Quality Assurance Supervisor	0	1	1		720		720		8640		0	1	1		800		800		9600	
Administrative Wages	34	Quality Control Supervisor	0	1	1		720		720		8640	156000	0	1	1		800		800		9600	163800
	35	Merchandising Supervisor	1	0	1	720		720		8640			1	0	1	800		800		9600		
	36	Maintenance Supervisor	1	0	1	180		180		2160			1	0	1	200		200		2400		
	37	Production Clerical Staffs	26	0	26	135		3510		42120			26	0	26	150		3900		46800		
	38	General Manager	0	1	1		2000		2000		24000		0	1	1		2000		2000		24000	
	39	General Manager Assistant	0	2	2		940		1880		22560		0	2	2		1000		2000		24000	
	40	Administration Manager	1	0	1	665		665		7980			1	0	1	700		700		8400		
	41	Human Resource Manager	1	0	1	665		665		7980			1	0	1	700		700		8400		
	42	Finance Manager	1	0	1	1188		1188		14250			1	0	1	1300		1300		15600		
	43	Logistic Manager	1	0	1	665		665		7980			1	0	1	700		700		8400		
	44	ITC Manager	1	0	1	665		665		7980			1	0	1	700		700		8400		
	45	Administration Supervisor	1	0	1	190		190		2280			1	0	1	200		200		2400		
	46	Human Resource Supervisor	1	0	1	190		190		2280			1	0	1	200		200		2400		
	47	Finance Supervisor	1	0	1	190		190		2280			1	0	1	200		200		2400		
	48	Clerical & other Staffs	33	0	33	143		4703		56430			33	0	33	150		4950		59400		
Total			4149	136	4285			US\$562,416	US\$72,370	US\$6,748,994	US\$868,440	US\$7,617,434	4600	133	4733			US\$644,631	US\$74,800	US\$7,735,576	US\$897,600	US\$8,633,176

Staff Salary & Wages Schedule for 30 Years for Projected Garment Factory in Bago (Karisma Apparel (Myanmar) Company Limited)

			9th Year									10th Year (Full Capacity)										
Categories	Sr. No.	Positions	Numbers of Staff (Local)	Numbers of Staff (Foreigner)	Total Numbers of Staff	Salary Per Staff Per Month (Local)	Salary Per Staff Per Month (Foreigner)	Total Salary Per Month (Local)	Total Salary Per Month (Foreigner)	Total Salary Per Year (Local)	Total Salary Per Year (Foreigner)	Grand Total	Numbers of Staff (Local)	Numbers of Staff (Foreigner)	Total Numbers of Staff	Salary Per Staff Per Month (Local)	Salary Per Staff Per Month (Foreigner)	Total Salary Per Month (Local)	Total Salary Per Month (Foreigner)	Total Salary Per Year (Local)	Total Salary Per Year (Foreigner)	Grand Total
Production Salary & Wages	1	Skillful Worker	2500	0	2500	159		397500		4770000		9271854	2500	0	2500	182		454744		5456926		10655060
	2	General Worker	1500	0	1500	138		206700		2480400			1500	0	1500	157		235638		2827656		
	3	Trainee	800	0	800	117		93280		1119360			822	0	822	125		102608		1231296		
	4	Production Assistants	35	0	35	141		4923		59072			40	0	40	155		6188		74262		
	5	Production Leaders & Technicians	60	0	60	212		12720		152640			60	0	60	244		14628		175536		
	6	Senior Sewing Operators	0	98	98		424		41552		498624		0	98	98		466		45707		548486	
	7	Sewing Technician	0	2	2		873		1747		20963		0	4	4		961		3843		46118	
	8	Cutting Technician	0	2	2		873		1747		20963		0	4	4		961		3843		46118	
	9	Embroidery Technician	0	2	2		1100		2200		26400		0	3	3		1210		3630		43560	
	10	Printing Technician	0	2	2		1100		2200		26400		0	3	3		1210		3630		43560	
	11	Laundry Technician	0	2	2		1100		2200		26400		0	3	3		1210		3630		43560	
	12	Carton Box Technician	0	2	2		1090		2180		26160		0	3	3		1199		3597		43164	
	13	Sewing Mechanic	0	3	3		872		2616		31392		0	4	4		959		3837		46042	
	14	Senior Sewing Mechanic	0	1	1		1090		1090		13080		0	2	2		1199		2398		28776	
Factory Wages	15	Factory Manager	0	1	1		1800		1800		21600	343200	0	1	1		1800		1800		21600	358800
	16	Assistant Factory Manager	0	1	1		1100		1100		13200		0	1	1		1100		1100		13200	
	17	Production Manager	1	0	1	1350		1350		16200			1	0	1	1350		1350		16200		
	18	Assistant Production Manager	1	0	1	760		760		9120			1	0	1	760		760		9120		
	19	Production Supervisors	10	0	10	295		2950		35400			10	0	10	310		3100		37200		
	20	Sewing Section Manager	0	1	1		1200		1200		14400		0	2	2		1200		2400		28800	
	21	Assistant Sewing Section Manager	0	1	1		900		900		10800		0	1	1		900		900		10800	
	22	Cutting Section Manager	0	1	1		1200		1200		14400		0	1	1		1200		1200		14400	
	23	Assistant Cutting Section Manager	0	1	1		900		900		10800		0	1	1		900		900		10800	
	24	Finishing Section Manager	0	1	1		1200		1200		14400		0	1	1		1200		1200		14400	
	25	Assistant Finishing Section Manager	0	1	1		900		900		10800		0	1	1		900		900		10800	
	26	Maintenance Manager	0	1	1		1200		1200		14400		0	1	1		1200		1200		14400	
	27	Assistant Maintenance Manager	0	1	1		900		900		10800		0	1	1		900		900		10800	
	28	Merchandising Manager	0	1	1		1200		1200		14400		0	1	1		1200		1200		14400	
	29	Assistant Merchandising Manager	0	1	1		900		900		10800		0	1	1		900		900		10800	
	30	Senior Merchandising Supervisor	0	1	1		800		800		9600		0	1	1		800		800		9600	
	31	QC/QA Manager	0	1	1		1200		1200		14400		0	1	1		1200		1200		14400	
	32	Assistant QC/QA Manager	0	1	1		900		900		10800		0	1	1		900		900		10800	
	33	Quality Assurance Supervisor	0	1	1		800		800		9600		0	1	1		800		800		9600	
	34	Quality Control Supervisor	0	1	1		800		800		9600		0	1	1		800		800		9600	
Administrative Wages	35	Merchandising Supervisor	1	0	1	840		840		10080		171600	1	0	1	880		880		10560		179400
	36	Maintenance Supervisor	1	0	1	210		210		2520			1	0	1	230		230		2760		
	37	Production Clerical Staffs	27	0	27	170		4590		55080			23	0	23	195		4480		53760		
	38	General Manager	0	1	1		2000		2000		24000		0	1	1		2000		2000		24000	
	39	General Manager Assistant	0	2	2		1000		2000		24000		0	2	2		1000		2000		24000	
	40	Administration Manager	1	0	1	700		700		8400			1	0	1	735		735		8820		
	41	Human Resource Manager	1	0	1	700		700		8400			1	0	1	735		735		8820		
	42	Finance Manager	1	0	1	1200		1200		14400			1	0	1	1236		1236		14832		
	43	Logistic Manager	1	0	1	700		700		8400			1	0	1	735		735		8820		
	44	ITC Manager	1	0	1	700		700		8400			1	0	1	735		735		8820		
	45	Administration Supervisor	1	0	1	200		200		2400			1	0	1	210		210		2520		
	46	Human Resource Supervisor	1	0	1	200		200		2400			1	0	1	210		210		2520		
	47	Finance Supervisor	1	0	1	200		200		2400			1	0	1	210		210		2520		
	48	Clerical & other Staffs	38	0	38	150		5700		68400			38	0	38	162		6144		73728		
Total			4982	134	5116			US\$736,123	US\$79,432	US\$8,833,472	US\$953,183	US\$9,786,654	5005	145	5150			US\$835,556	US\$97,215	US\$10,026,675	US\$1,166,584	US\$11,193,260

Staff Salary & Wages Schedule for 30 Years for Projected Garment Factory in Bago (Karisma Apparel (Myanmar) Company Limited)

			11th Year										12th Year									
Categories	Sr. No.	Positions	Numbers of Staff (Local)	Numbers of Staff (Foreigner)	Total Numbers of Staff	Salary Per Staff Per Month (Local)	Salary Per Staff Per Month (Foreigner)	Total Salary Per Month (Local)	Total Salary Per Month (Foreigner)	Total Salary Per Year (Local)	Total Salary Per Year (Foreigner)	Grand Total	Numbers of Staff (Local)	Numbers of Staff (Foreigner)	Total Numbers of Staff	Salary Per Staff Per Month (Local)	Salary Per Staff Per Month (Foreigner)	Total Salary Per Month (Local)	Total Salary Per Month (Foreigner)	Total Salary Per Year (Local)	Total Salary Per Year (Foreigner)	Grand Total
Production Salary & Wages	1	Skillful Worker	2500	0	2500	191		477481		5729771		11125588	2500	0	2500	200		498968		5987612		11616894
	2	General Worker	1500	0	1500	165		247420		2969032			1500	0	1500	172		258554		3102639		
	3	Trainee	805	0	805	131		105578		1266942			800	0	800	137		109791		1317487		
	4	Production Assistants	40	0	40	162		6498		77975			40	0	40	170		6790		81483		
	5	Production Leaders & Technicians	60	0	60	256		15359		184313			60	0	60	268		16051		192607		
	6	Senior Sewing Operators	0	98	98		490		47993		575911		0	98	98		509		49912		598947	
	7	Sewing Technician	0	3	3		1009		3027		36318		0	3	3		1054		3163		37952	
	8	Cutting Technician	0	3	3		1009		3027		36318		0	3	3		1054		3163		37952	
	9	Embroidery Technician	0	3	3		1271		3812		45738		0	3	3		1328		3983		47796	
	10	Printing Technician	0	3	3		1271		3812		45738		0	3	3		1328		3983		47796	
	11	Laundry Technician	0	3	3		1271		3812		45738		0	3	3		1328		3983		47796	
	12	Carton Box Technician	0	3	3		1259		3777		45322		0	3	3		1316		3947		47362	
	13	Sewing Mechanic	0	3	3		1007		3021		36258		0	3	3		1052		3157		37889	
	14	Senior Sewing Mechanic	0	2	2		1259		2518		30215		0	2	2		1316		2631		31574	
Factory Wages	15	Factory Manager	0	1	1		1800		1800		21600	374400	0	1	1		1856		1856		22274	404352
	16	Assistant Factory Manager	0	1	1		1100		1100		13200		0	1	1		1122		1122		13464	
	17	Production Manager	1	0	1	1485		1485		17820			1	0	1	1708		1708		20493		
	18	Assistant Production Manager	1	0	1	836		836		10032			1	0	1	961		961		11537		
	19	Production Supervisors	10	0	10	341		3410		40920			10	0	10	392		3922		47058		
	20	Sewing Section Manager	0	2	2		1200		2400		28800		0	2	2		1224		2448		29376	
	21	Assistant Sewing Section Manager	0	1	1		915		915		10980		0	1	1		933		933		11200	
	22	Cutting Section Manager	0	1	1		1200		1200		14400		0	1	1		1224		1224		14688	
	23	Assistant Cutting Section Manager	0	1	1		915		915		10980		0	1	1		933		933		11200	
	24	Finishing Section Manager	0	1	1		1200		1200		14400		0	1	1		1224		1224		14688	
	25	Assistant Finishing Section Manager	0	1	1		900		900		10800		0	1	1		918		918		11016	
	26	Maintenance Manager	0	1	1		1200		1200		14400		0	1	1		1224		1224		14688	
	27	Assistant Maintenance Manager	0	1	1		900		900		10800		0	1	1		918		918		11016	
	28	Merchandising Manager	0	1	1		1200		1200		14400		0	1	1		1224		1224		14688	
	29	Assistant Merchandising Manager	0	1	1		920		920		11040		0	1	1		938		938		11261	
	30	Senior Merchandising Supervisor	0	1	1		850		850		10200		0	1	1		867		867		10404	
	31	QC/QA Manager	0	1	1		1200		1200		14400		0	1	1		1224		1224		14688	
	32	Assistant QC/QA Manager	0	1	1		920		920		11040		0	1	1		938		938		11261	
	33	Quality Assurance Supervisor	0	1	1		850		850		10200		0	1	1		867		867		10404	
	34	Quality Control Supervisor	0	1	1		850		850		10200		0	1	1		867		867		10404	
Administrative Wages	35	Merchandising Supervisor	1	0	1	968		968		11616		187200	1	0	1	1162		1162		13939		196560
	36	Maintenance Supervisor	1	0	1	253		253		3036			1	0	1	304		304		3643		
	37	Production Clerical Staffs	23	0	23	214		4928		59136			23	0	23	257		5914		70963		
	38	General Manager	0	1	1		2000		2000		24000		0	1	1		2036		2036		24426	
	39	General Manager Assistant	0	2	2		1000		2000		24000		0	2	2		1040		2080		24960	
	40	Administration Manager	1	0	1	764		764		9173			1	0	1	795		795		9540		
	41	Human Resource Manager	1	0	1	764		764		9173			1	0	1	795		795		9540		
	42	Finance Manager	1	0	1	1273		1273		15277			1	0	1	1311		1311		15735		
	43	Logistic Manager	1	0	1	750		750		9000			1	0	1	750		750		9000		
	44	ITC Manager	1	0	1	750		750		9000			1	0	1	750		750		9000		
	45	Administration Supervisor	1	0	1	221		221		2646			1	0	1	232		232		2778		
	46	Human Resource Supervisor	1	0	1	221		221		2646			1	0	1	232		232		2778		
	47	Finance Supervisor	1	0	1	221		221		2646			1	0	1	232		232		2778		
	48	Clerical & other Staffs	38	0	38	175		6636		79640			38	0	38	189		7169		86025		
Total			4988	142	5130			US\$875,816	US\$98,116	US\$10,509,793	US\$1,177,396	US\$11,687,188	4983	142	5125			US\$916,387	US\$101,764	US\$10,996,635	US\$1,221,171	US\$12,217,806

Staff Salary & Wages Schedule for 30 Years for Projected Garment Factory in Bago (Karisma Apparel (Myanmar) Company Limited)

			13th Year										14th Year											
Categories	Sr. No.	Positions	Numbers of Staff (Local)	Numbers of Staff (Foreigner)	Total Numbers of Staff	Salary Per Staff Per Month (Local)	Salary Per Staff Per Month (Foreigner)	Total Salary Per Month (Local)	Total Salary Per Month (Foreigner)	Total Salary Per Year (Local)	Total Salary Per Year (Foreigner)	Grand Total	Numbers of Staff (Local)	Numbers of Staff (Foreigner)	Total Numbers of Staff	Salary Per Staff Per Month (Local)	Salary Per Staff Per Month (Foreigner)	Total Salary Per Month (Local)	Total Salary Per Month (Foreigner)	Total Salary Per Year (Local)	Total Salary Per Year (Foreigner)	Grand Total		
Production Salary & Wages	1	Skillful Worker	2500	0	2500	209		521421		6257053		12129896	2500	0	2500	218		544885		6538621		12665552		
	2	General Worker	1500	0	1500	180		270189		3242265			1500	0	1500	188		282347		3388167				
	3	Trainee	800	0	800	143		114167		1370004			800	0	800	149		119273		1431280				
	4	Production Assistants	40	0	40	177		7096		85150			40	0	40	184		7380		88556				
	5	Production Leaders & Technicians	60	0	60	280		16773		201274			60	0	60	291		17444		209325				
	6	Senior Sewing Operators	0	98	98		530		51909		622905			0	98	98		551		53985			647821	
	7	Sewing Technician	0	3	3		1102		3305		39660			0	3	3		1135		3404			40850	
	8	Cutting Technician	0	3	3		1102		3305		39660			0	3	3		1135		3404			40850	
	9	Embroidery Technician	0	3	3		1387		4162		49947			0	3	3		1429		4287			51445	
	10	Printing Technician	0	3	3		1387		4162		49947			0	3	3		1429		4287			51445	
	11	Laundry Technician	0	3	3		1387		4162		49947			0	3	3		1429		4287			51445	
	12	Carton Box Technician	0	3	3		1375		4124		49493			0	3	3		1416		4248			50978	
	13	Sewing Mechanic	0	3	3		1100		3300		39594			0	3	3		1133		3399			40782	
	14	Senior Sewing Mechanic	0	2	2		1375		2750		32995			0	2	2		1416		2832			33985	
Production & Administrative Wages	15	Factory Manager	0	1	1		1930		1930		23165	436700	0	1	1		2008		2008		24091	471636		
	16	Assistant Factory Manager	0	1	1		1167		1167		14003		0	1	1		1214		1214		14563			
	17	Production Manager	1	0	1	1913		1913		22952			1	0	1	2142		2142		25706				
	18	Assistant Production Manager	1	0	1	1077		1077		12921			1	0	1	1206		1206		14472				
	19	Production Supervisors	10	0	10	439		4392		52705			10	0	10	494		4940		59279				
	20	Sewing Section Manager	0	2	2		1273		2546		30551		0	2	2		1324		2648		31773			
	21	Assistant Sewing Section Manager	0	1	1		971		971		11648		0	1	1		1009		1009		12113			
	22	Cutting Section Manager	0	1	1		1273		1273		15276		0	1	1		1324		1324		15887			
	23	Assistant Cutting Section Manager	0	1	1		971		971		11648		0	1	1		1009		1009		12113			
	24	Finishing Section Manager	0	1	1		1273		1273		15276		0	1	1		1324		1324		15887			
	25	Assistant Finishing Section Manager	0	1	1		955		955		11457		0	1	1		993		993		11915			
	26	Maintenance Manager	0	1	1		1273		1273		15276		0	1	1		1324		1324		15887			
	27	Assistant Maintenance Manager	0	1	1		955		955		11457		0	1	1		993		993		11915			
	28	Merchandising Manager	0	1	1		1273		1273		15276		0	1	1		1324		1324		15887			
	29	Assistant Merchandising Manager	0	1	1		976		976		11711		0	1	1		1015		1015		12180			
	30	Senior Merchandising Supervisor	0	1	1		902		902		10820		0	1	1		938		938		11253			
	31	QC/QA Manager	0	1	1		1273		1273		15276		0	1	1		1324		1324		15887			
	32	Assistant QC/QA Manager	0	1	1		976		976		11711		0	1	1		1015		1015		12180			
	33	Quality Assurance Supervisor	0	1	1		902		902		10820		0	1	1		938		938		11253			
	34	Quality Control Supervisor	0	1	1		902		902		10820		0	1	1		938		938		11253			
	35	Merchandising Supervisor	1	0	1	1301		1301		15612			1	0	1	1457		1457		17485				
	36	Maintenance Supervisor	1	0	1	349		349		4190			1	0	1	419		419		5028				
	37	Production Clerical Staffs	23	0	23	298		6844		82133			23	0	23	339		7803		93631				
Administrative Wages	38	General Manager	0	1	1		2036		2036		24426	206388	0	1	1		2036		2036		24426	216707		
	39	General Manager Assistant	0	2	2		1040		2080		24960		0	2	2		1040		2080		24960			
	40	Administration Manager	1	0	1	827		827		9921			1	0	1	860		860		10318				
	41	Human Resource Manager	1	0	1	827		827		9921			1	0	1	860		860		10318				
	42	Finance Manager	1	0	1	1364		1364		16365			1	0	1	1399		1399		16792				
	43	Logistic Manager	1	0	1	780		780		9360			1	0	1	811		811		9734				
	44	ITC Manager	1	0	1	780		780		9360			1	0	1	811		811		9734				
	45	Administration Supervisor	1	0	1	255		255		3056			1	0	1	280		280		3362				
	46	Human Resource Supervisor	1	0	1	255		255		3056			1	0	1	280		280		3362				
	47	Finance Supervisor	1	0	1	255		255		3056			1	0	1	280		280		3362				
	48	Clerical & other Staffs	38	0	38	204		7742		92906			38	0	38	220		8361		100339				
Total			4983	142	5125			US\$958,605	US\$105,810	US\$11,503,261	US\$1,269,723	US\$12,772,984	4983	142	5125			US\$1,003,239	US\$109,585	US\$12,038,871	US\$1,315,024	US\$13,353,895		

Staff Salary & Wages Schedule for 30 Years for Projected Garment Factory in Bago (Karisma Apparel (Myanmar) Company Limited)

			15th Year									16th Year													
Categories	Sr. No.	Positions	Numbers of Staff (Local)	Numbers of Staff (Foreigner)	Total Numbers of Staff	Salary Per Staff Per Month (Local)	Salary Per Staff Per Month (Foreigner)	Total Salary Per Month (Local)	Total Salary Per Month (Foreigner)	Total Salary Per Year (Local)	Total Salary Per Year (Foreigner)	Grand Total	Numbers of Staff (Local)	Numbers of Staff (Foreigner)	Total Numbers of Staff	Salary Per Staff Per Month (Local)	Salary Per Staff Per Month (Foreigner)	Total Salary Per Month (Local)	Total Salary Per Month (Foreigner)	Total Salary Per Year (Local)	Total Salary Per Year (Foreigner)	Grand Total			
Production Salary & Wages	1	Skillful Worker	2500	0	2500	228		569405		6832859		13224863	2500	0	2500	239		597875		7174502		13808873			
	2	General Worker	1500	0	1500	197		295053		3540634			1500	0	1500	205		306855		3682259					
	3	Trainee	800	0	800	156		124642		1495698			800	0	800	162				129628			1555532		
	4	Production Assistants	40	0	40	192		7675		92098			40	0	40	200				7982			95782		
	5	Production Leaders & Technicians	60	0	60	302		18142		217698			60	0	60	314				18867			226406		
	6	Senior Sewing Operators	0	98	98		573		56145		673734			0	98	98		589			57746			692947	
	7	Sewing Technician	0	3	3		1168		3503		42040			0	3	3		1197			3591			43091	
	8	Cutting Technician	0	3	3		1168		3503		42040			0	3	3		1197			3591			43091	
	9	Embroidery Technician	0	3	3		1469		4406		52866			0	3	3		1505			4516			54188	
	10	Printing Technician	0	3	3		1468		4405		52863			0	3	3		1505			4515			54184	
	11	Laundry Technician	0	3	3		1468		4405		52863			0	3	3		1505			4515			54184	
	12	Carton Box Technician	0	3	3		1457		4372		52460			0	3	3		1494			4481			53772	
	13	Sewing Mechanic	0	3	3		1167		3500		42006			0	3	3		1196			3588			43056	
	14	Senior Sewing Mechanic	0	2	2		1459		2917		35005			0	2	2		1495			2990			35880	
Factory Wages	15	Factory Manager	0	1	1		2068		2068		24814	509367	0	1	1		2170			2170		26042	550116		
	16	Assistant Factory Manager	0	1	1		1250		1250		15000		0	1	1		1312			1312		15750			
	17	Production Manager	1	0	1	2399		2399		28791			1	0	1	2519		2519			30231				
	18	Assistant Production Manager	1	0	1	1351		1351		16208			1	0	1	1513		1513			18153				
	19	Production Supervisors	10	0	10	553		5533		66393			10	0	10	620		6197			74360				
	20	Sewing Section Manager	0	2	2		1370		2740		32885		0	2	2		1418			2836		34036			
	21	Assistant Sewing Section Manager	0	1	1		1045		1045		12537		0	1	1		1081			1081		12976			
	22	Cutting Section Manager	0	1	1		1370		1370		16443		0	1	1		1418			1418		17018			
	23	Assistant Cutting Section Manager	0	1	1		1045		1045		12537		0	1	1		1081			1081		12976			
	24	Finishing Section Manager	0	1	1		1370		1370		16443		0	1	1		1418			1418		17018			
	25	Assistant Finishing Section Manager	0	1	1		1028		1028		12332		0	1	1		1064			1064		12764			
	26	Maintenance Manager	0	1	1		1370		1370		16443		0	1	1		1418			1418		17018			
	27	Assistant Maintenance Manager	0	1	1		1028		1028		12332		0	1	1		1064			1064		12764			
	28	Merchandising Manager	0	1	1		1370		1370		16443		0	1	1		1418			1418		17018			
	29	Assistant Merchandising Manager	0	1	1		1050		1050		12606		0	1	1		1087			1087		13047			
	30	Senior Merchandising Supervisor	0	1	1		971		971		11647		0	1	1		1005			1005		12054			
	31	QC/QA Manager	0	1	1		1370		1370		16443		0	1	1		1418			1418		17018			
	32	Assistant QC/QA Manager	0	1	1		1050		1050		12606		0	1	1		1087			1087		13047			
	33	Quality Assurance Supervisor	0	1	1		971		971		11647		0	1	1		1005			1005		12054			
	34	Quality Control Supervisor	0	1	1		971		971		11647		0	1	1		1005			1005		12054			
	35	Merchandising Supervisor	1	0	1	1603		1603		19234			1	0	1	1763		1763			21157				
	36	Maintenance Supervisor	1	0	1	503		503		6033			1	0	1	603		603			7240				
	37	Production Clerical Staffs	23	0	23	391		8992		107905			23	0	23	450		10360			124320				
Administrative Wages	38	General Manager	0	1	1		2073		2073		24875	227543	0	1	1		2096			2096		25154	238920		
	39	General Manager Assistant	0	2	2		1050		2101		25210		0	2	2		1061			2122		25462			
	40	Administration Manager	1	0	1	886		886		10628			1	0	1	912			912		10947				
	41	Human Resource Manager	1	0	1	886		886		10628			1	0	1	912			912		10947				
	42	Finance Manager	1	0	1	1441		1441		17295			1	0	1	1485			1485		17814				
	43	Logistic Manager	1	0	1	836		836		10026			1	0	1	861			861		10327				
	44	ITC Manager	1	0	1	836		836		10026			1	0	1	861			861		10327				
	45	Administration Supervisor	1	0	1	291		291		3496			1	0	1	303			303		3636				
	46	Human Resource Supervisor	1	0	1	291		291		3496			1	0	1	303			303		3636				
	47	Finance Supervisor	1	0	1	291		291		3496			1	0	1	303			303		3636				
	48	Clerical & other Staffs	38	0	38	238		9030		108366			38	0	38	257		9753			117035				
Total			4983	142	5125			US\$1,050,084	US\$113,397	US\$12,601,009	US\$1,360,763	US\$13,961,773	4983	142	5125			US\$1,099,854	US\$116,639	US\$13,198,247	US\$1,399,663	US\$14,597,909			

Staff Salary & Wages Schedule for 30 Years for Projected Garment Factory in Bago (Karisma Apparel (Myanmar) Company Limited)

Categories	Sr. No.	Positions	17th Year										18th Year									
			Numbers of Staff (Local)	Numbers of Staff (Foreigner)	Total Numbers of Staff	Salary Per Staff Per Month (Local)	Salary Per Staff Per Month (Foreigner)	Total Salary Per Month (Local)	Total Salary Per Month (Foreigner)	Total Salary Per Year (Local)	Total Salary Per Year (Foreigner)	Grand Total	Numbers of Staff (Local)	Numbers of Staff (Foreigner)	Total Numbers of Staff	Salary Per Staff Per Month (Local)	Salary Per Staff Per Month (Foreigner)	Total Salary Per Month (Local)	Total Salary Per Month (Foreigner)	Total Salary Per Year (Local)	Total Salary Per Year (Foreigner)	Grand Total
Production Salary & Wages	1	Skillful Worker	2500	0	2500	251		627769		7533227		14418673	2450	0	2450	270		661355		7936254		15055401
	2	General Worker	1500	0	1500	213		319129		3829550			1450	0	1450	230		333171		3998050		
	3	Trainee	800	0	800	169		134984		1619811			750	0	750	181		135700		1628397		
	4	Production Assistants	40	0	40	210		8381		100572			40	0	40	224		8968		107612		
	5	Production Leaders & Technicians	60	0	60	330		19811		237726			60	0	60	353		21197		254367		
	6	Senior Sewing Operators	0	98	98		601		58900		706805		0	98	98		619		60667		728010	
	7	Sewing Technician	0	3	3		1227		3681		44168		0	3	3		1264		3791		45493	
	8	Cutting Technician	0	3	3		1227		3681		44168		0	3	3		1264		3791		45493	
	9	Embroidery Technician	0	3	3		1543		4629		55543		0	3	3		1589		4767		57209	
	10	Printing Technician	0	3	3		1543		4628		55539		0	3	3		1589		4767		57205	
	11	Laundry Technician	0	3	3		1543		4628		55539		0	3	3		1589		4767		57205	
	12	Carton Box Technician	0	3	3		1531		4593		55116		0	3	3		1577		4731		56770	
	13	Sewing Mechanic	0	3	3		1226		3678		44132		0	3	3		1263		3788		45456	
	14	Senior Sewing Mechanic	0	2	2		1532		3065		36777		0	2	2		1578		3157		37880	
Factory Wages	15	Factory Manager	0	1	1		2322		2322		27865	594126	0	1	1		2485		2485		29822	641656
	16	Assistant Factory Manager	0	1	1		1404		1404		16852		0	1	1		1475		1475		17695	
	17	Production Manager	1	0	1	2623		2623		31474			1	0	1	2702		2702		32418		
	18	Assistant Production Manager	1	0	1	1664		1664		19969			1	0	1	1830		1830		21966		
	19	Production Supervisors	10	0	10	682		6816		81796			10	0	10	750		7498		89975		
	20	Sewing Section Manager	0	2	2		1468		2936		35227		0	2	2		1519		3038		36460	
	21	Assistant Sewing Section Manager	0	1	1		1119		1119		13430		0	1	1		1158		1158		13901	
	22	Cutting Section Manager	0	1	1		1468		1468		17614		0	1	1		1519		1519		18230	
	23	Assistant Cutting Section Manager	0	1	1		1119		1119		13430		0	1	1		1158		1158		13901	
	24	Finishing Section Manager	0	1	1		1468		1468		17614		0	1	1		1519		1519		18230	
	25	Assistant Finishing Section Manager	0	1	1		1101		1101		13210		0	1	1		1139		1139		13673	
	26	Maintenance Manager	0	1	1		1468		1468		17614		0	1	1		1519		1519		18230	
	27	Assistant Maintenance Manager	0	1	1		1101		1101		13210		0	1	1		1139		1139		13673	
	28	Merchandising Manager	0	1	1		1468		1468		17614		0	1	1		1519		1519		18230	
	29	Assistant Merchandising Manager	0	1	1		1125		1125		13504		0	1	1		1165		1165		13976	
	30	Senior Merchandising Supervisor	0	1	1		1040		1040		12476		0	1	1		1076		1076		12913	
	31	QC/QA Manager	0	1	1		1468		1468		17614		0	1	1		1519		1519		18230	
	32	Assistant QC/QA Manager	0	1	1		1125		1125		13504		0	1	1		1165		1165		13976	
	33	Quality Assurance Supervisor	0	1	1		1040		1040		12476		0	1	1		1076		1076		12913	
	34	Quality Control Supervisor	0	1	1		1040		1040		12476		0	1	1		1076		1076		12913	
	35	Merchandising Supervisor	1	0	1	1939		1939		23273			1	0	1	1998		1998		23971		
	36	Maintenance Supervisor	1	0	1	724		724		8688			1	0	1	854		854		10252		
	37	Production Clerical Staffs	23	0	23	519		11933		143197			23	0	23	602		13842		166108		
Administrative Wages	38	General Manager	0	1	1		2120		2120		25436	250866	0	1	1		2141		2141		25690	263409
	39	General Manager Assistant	0	2	2		1072		2143		25716		0	2	2		1082		2164		25973	
	40	Administration Manager	1	0	1	940		940		11275			1	0	1	968		968		11613		
	41	Human Resource Manager	1	0	1	940		940		11275			1	0	1	968		968		11613		
	42	Finance Manager	1	0	1	1512		1512		18149			1	0	1	1525		1525		18302		
	43	Logistic Manager	1	0	1	886		886		10637			1	0	1	913		913		10956		
	44	ITC Manager	1	0	1	886		886		10637			1	0	1	913		913		10956		
	45	Administration Supervisor	1	0	1	315		315		3782			1	0	1	328		328		3933		
	46	Human Resource Supervisor	1	0	1	315		315		3782			1	0	1	328		328		3933		
	47	Finance Supervisor	1	0	1	315		315		3782			1	0	1	328		328		3933		
	48	Clerical & other Staffs	38	0	38	277		10533		126397			38	0	38	299		11376		136507		
Total			4983	142	5125			US\$1,152,416	US\$119,556	US\$13,828,996	US\$1,434,670	US\$15,263,665	4833	142	4975			US\$1,206,760	US\$123,279	US\$14,481,116	US\$1,479,350	US\$15,960,466

Staff Salary & Wages Schedule for 30 Years for Projected Garment Factory in Bago (Karisma Apparel (Myanmar) Company Limited)

			19th Year										20th Year											
Categories	Sr. No.	Positions	Numbers of Staff (Local)	Numbers of Staff (Foreigner)	Total Numbers of Staff	Salary Per Staff Per Month (Local)	Salary Per Staff Per Month (Foreigner)	Total Salary Per Month (Local)	Total Salary Per Month (Foreigner)	Total Salary Per Year (Local)	Total Salary Per Year (Foreigner)	Grand Total	Numbers of Staff (Local)	Numbers of Staff (Foreigner)	Total Numbers of Staff	Salary Per Staff Per Month (Local)	Salary Per Staff Per Month (Foreigner)	Total Salary Per Month (Local)	Total Salary Per Month (Foreigner)	Total Salary Per Year (Local)	Total Salary Per Year (Foreigner)	Grand Total		
Production Salary & Wages	1	Skillful Worker	2400	0	2400	290		696447		8357362		15720248	2350	0	2350	312		733083		8796994		16414454		
	2	General Worker	1400	0	1400	247		345808		4149700			1350	0	1350	267		360135		4321616				
	3	Trainee	700	0	700	196		137527		1650326			650	0	650	213		138200		1658400				
	4	Production Assistants	40	0	40	242		9685		116220			40	0	40	263		10508		126099				
	5	Production Leaders & Technicians	60	0	60	382		22893		274717			60	0	60	412		24724		296694				
	6	Senior Sewing Operators	0	98	98		644		63094		757130			0	98	98		670		65618			787415	
	7	Sewing Technician	0	3	3		1302		3905		46858			0	3	3		1341		4022			48263	
	8	Cutting Technician	0	3	3		1302		3905		46858			0	3	3		1341		4022			48263	
	9	Embroidery Technician	0	3	3		1637		4910		58925			0	3	3		1686		5058			60693	
	10	Printing Technician	0	3	3		1637		4910		58921			0	3	3		1686		5057			60689	
	11	Laundry Technician	0	3	3		1637		4910		58921			0	3	3		1686		5057			60689	
	12	Carton Box Technician	0	3	3		1624		4873		58473			0	3	3		1673		5019			60227	
	13	Sewing Mechanic	0	3	3		1301		3902		46820			0	3	3		1340		4019			48224	
	14	Senior Sewing Mechanic	0	2	2		1626		3251		39017			0	2	2		1674		3349			40187	
Factory W-	15	Factory Manager	0	1	1		2684		2684		32208	692988	0	1	1		2872		2872		34463	748427		
	16	Assistant Factory Manager	0	1	1		1563		1563		18756		0	1	1		1657		1657		19882			
	17	Production Manager	1	0	1	2756		2756		33067			1	0	1	2811		2811		33728				
	18	Assistant Production Manager	1	0	1	1922		1922		23064			1	0	1	2018		2018		24217				
	19	Production Supervisors	10	0	10	806		8060		96723			10	0	10	882		8819		105822				
	20	Sewing Section Manager	0	2	2		1572		3145		37736			0	2	2		1627		3255			39057	
	21	Assistant Sewing Section Manager	0	1	1		1199		1199		14387			0	1	1		1241		1241			14891	
	22	Cutting Section Manager	0	1	1		1572		1572		18868			0	1	1		1627		1627			19529	
	23	Assistant Cutting Section Manager	0	1	1		1199		1199		14387			0	1	1		1241		1241			14891	
	24	Finishing Section Manager	0	1	1		1572		1572		18868			0	1	1		1627		1627			19529	
	25	Assistant Finishing Section Manage	0	1	1		1179		1179		14151			0	1	1		1221		1221			14646	
	26	Maintenance Manager	0	1	1		1572		1572		18868			0	1	1		1627		1627			19529	
	27	Assistant Maintenance Manager	0	1	1		1179		1179		14151			0	1	1		1221		1221			14646	
	28	Merchandising Manager	0	1	1		1572		1572		18868			0	1	1		1627		1627			19529	
	29	Assistant Merchandising Manager	0	1	1		1205		1205		14466			0	1	1		1254		1254			15044	
	30	Senior Merchandising Supervisor	0	1	1		1114		1114		13365			0	1	1		1158		1158			13900	
	31	QC/QA Manager	0	1	1		1572		1572		18868			0	1	1		1627		1627			19529	
	32	Assistant QC/QA Manager	0	1	1		1205		1205		14466			0	1	1		1248		1248			14972	
	33	Quality Assurance Supervisor	0	1	1		1114		1114		13365			0	1	1		1158		1158			13900	
	34	Quality Control Supervisor	0	1	1		1114		1114		13365			0	1	1		1158		1158			13900	
35	Merchandising Supervisor	1	0	1	2038		2038		24451		1	0	1	2078		2078		24940						
36	Maintenance Supervisor	1	0	1	1016		1016		12193		1	0	1	1199		1199		14387						
37	Production Clerical Staffs	23	0	23	704		16196		194347		23	0	23	810		18625		223499						
Administrati ve Wages	38	General Manager	0	1	1		2164		2164		25973	276580	0	1	1		2294		2294		27531	290409		
	39	General Manager Assistant	0	2	2		1093		2186		26233		0	2	2		1151		2303		27634			
	40	Administration Manager	1	0	1	992		992		11904			1	0	1	1022		1022		12261				
	41	Human Resource Manager	1	0	1	992		992		11904			1	0	1	1022		1022		12261				
	42	Finance Manager	1	0	1	1540		1540		18485			1	0	1	1602		1602		19224				
	43	Logistic Manager	1	0	1	940		940		11285			1	0	1	978		978		11736				
	44	ITC Manager	1	0	1	940		940		11285			1	0	1	978		978		11736				
	45	Administration Supervisor	1	0	1	374		374		4483			1	0	1	407		407		4887				
	46	Human Resource Supervisor	1	0	1	374		374		4483			1	0	1	407		407		4887				
	47	Finance Supervisor	1	0	1	374		374		4483			1	0	1	407		407		4887				
	48	Clerical & other Staffs	38	0	38	320		12172		146062			38	0	38	336		12780		153366				
Total			4683	142	4825			US\$1,263,045	US\$127,773	US\$15,156,543	US\$1,533,273	US\$16,689,816	4533	142	4675			US\$1,321,803	US\$132,637	US\$15,861,640	US\$1,591,650	US\$17,453,290		

Staff Salary & Wages Schedule for 30 Years for Projected Garment Factory in Bago (Karisma Apparel (Myanmar) Company Limited)

			-21st Year										22nd Year													
Categories	Sr. No.	Positions	Numbers of Staff (Local)	Numbers of Staff (Foreigner)	Total Numbers of Staff	Salary Per Staff Per Month (Local)	Salary Per Staff Per Month (Foreigner)	Total Salary Per Month (Local)	Total Salary Per Month (Foreigner)	Total Salary Per Year (Local)	Total Salary Per Year (Foreigner)	Grand Total	Numbers of Staff (Local)	Numbers of Staff (Foreigner)	Total Numbers of Staff	Salary Per Staff Per Month (Local)	Salary Per Staff Per Month (Foreigner)	Total Salary Per Month (Local)	Total Salary Per Month (Foreigner)	Total Salary Per Year (Local)	Total Salary Per Year (Foreigner)	Grand Total				
Production Salary & Wages	1	Skillful Worker	2310	0	2310	335		774650		9295802		17139316	2290	0	2290	360		825539		9906468		17896188				
	2	General Worker	1310	0	1310	288		377421		4529054			1290	0	1290	311		401392		4816701						
	3	Trainee	600	0	600	229		137545		1650538			500	0	500	246		123062		1476747						
	4	Production Assistants	40	0	40	284		11349		136187			40	0	40	306		12257		147082						
	5	Production Leaders & Technicians	58	0	58	445		25812		309748			57	0	57	481		27397		328761						
	6	Senior Sewing Operators	0	94	94		690		64828		777934			0	90	90		710		63931			767175			
	7	Sewing Technician	0	3	3		1381		4143		49711			0	3	3		1422		4267			51203			
	8	Cutting Technician	0	3	3		1381		4143		49711			0	3	3		1422		4267			51203			
	9	Embroidery Technician	0	3	3		1736		5209		62514			0	3	3		1789		5366			64389			
	10	Printing Technician	0	3	3		1736		5209		62510			0	3	3		1788		5365			64385			
	11	Laundry Technician	0	3	3		1736		5209		62510			0	3	3		1788		5365			64385			
	12	Carton Box Technician	0	3	3		1723		5169		62034			0	3	3		1775		5325			63895			
	13	Sewing Mechanic	0	3	3		1380		4139		49671			0	3	3		1421		4263			51161			
	14	Senior Sewing Mechanic	0	2	2		1725		3449		41393			0	2	2		1776		3553			42634			
Factory Wages	15	Factory Manager	0	1	1		3087		3087		37047	808302	0	1	1		3284		3284		39402	872966				
	16	Assistant Factory Manager	0	1	1		1756		1756		21075		0	1	1		1862		1862		22339					
	17	Production Manager	1	0	1	2867		2867		34402			1	0	1	2924		2924		35091						
	18	Assistant Production Manager	1	0	1	2119		2119		25428			1	0	1	2225		2225		26699						
	19	Production Supervisors	10	0	10	962		9619		115428			10	0	10	1039		10389		124663						
	20	Sewing Section Manager	0	2	2		1684		3369		40424		0	2	2		1743		3487		41839					
	21	Assistant Sewing Section Manager	0	1	1		1284		1284		15412		0	1	1		1329		1329		15951					
	22	Cutting Section Manager	0	1	1		1684		1684		20212		0	1	1		1743		1743		20920					
	23	Assistant Cutting Section Manager	0	1	1		1284		1284		15412		0	1	1		1329		1329		15951					
	24	Finishing Section Manager	0	1	1		1684		1684		20212		0	1	1		1743		1743		20920					
	25	Assistant Finishing Section Manager	0	1	1		1263		1263		15159		0	1	1		1307		1307		15690					
	26	Maintenance Manager	0	1	1		1684		1684		20212		0	1	1		1743		1743		20920					
	27	Assistant Maintenance Manager	0	1	1		1263		1263		15159		0	1	1		1307		1307		15690					
	28	Merchandising Manager	0	1	1		1684		1684		20212		0	1	1		1743		1743		20920					
	29	Assistant Merchandising Manager	0	1	1		1304		1304		15646		0	1	1		1356		1356		16272					
	30	Senior Merchandising Supervisor	0	1	1		1210		1210		14525		0	1	1		1265		1265		15179					
	31	QC/QA Manager	0	1	1		1684		1684		20212		0	1	1		1743		1743		20920					
	32	Assistant QC/QA Manager	0	1	1		1291		1291		15496		0	1	1		1337		1337		16038					
	33	Quality Assurance Supervisor	0	1	1		1210		1210		14525		0	1	1		1265		1265		15179					
	34	Quality Control Supervisor	0	1	1		1210		1210		14525		0	1	1		1265		1265		15179					
	35	Merchandising Supervisor	1	0	1	2151		2151		25812			29183	1	0	1	2226		2226		26716					
	36	Maintenance Supervisor	1	0	1	1415		1415		16977			29071	1	0	1	1669		1669		20033					
	37	Production Clerical Staffs	23	0	23	923		21232		254788			304929	23	0	23	1052		24205		290459					
	Administrative Wages	38	General Manager	0	1	1		2432		2432			29183	304929	0	1	1		2578		2578			30934	320176	
		39	General Manager Assistant	0	2	2		1211		2423			29071		0	2	2		1274		2548			30579		
		40	Administration Manager	1	0	1	1052		1052		12628				1	0	1	1084		1084			13007			
		41	Human Resource Manager	1	0	1	1052		1052		12628				1	0	1	1084		1084			13007			
		42	Finance Manager	1	0	1	1666		1666		19993				1	0	1	1730		1730			20757			
		43	Logistic Manager	1	0	1	1017		1017		12206				1	0	1	1058		1058			12694			
		44	ITC Manager	1	0	1	1017		1017		12206				1	0	1	1058		1058			12694			
		45	Administration Supervisor	1	0	1	444		444		5327				1	0	1	484		484			5806			
		46	Human Resource Supervisor	1	0	1	444		444		5327				1	0	1	484		484			5806			
		47	Finance Supervisor	1	0	1	444		444		5327				1	0	1	484		484			5806			
		48	Clerical & other Staffs	38	0	38	353		13419		161034				38	0	38	371		14090			169086			
	Total			4401	138	4539			US\$1,386,737	US\$134,309	US\$16,640,842		US\$1,611,706	US\$18,252,548	4260	134	4394			US\$1,454,840	US\$135,937		US\$17,458,082	US\$1,631,249	US\$19,089,331	

Staff Salary & Wages Schedule for 30 Years for Projected Garment Factory in Bago (Karisma Apparel (Myanmar) Company Limited)

23rd Year												24th Year												
Categories	Sr. No.	Positions	Numbers of Staff (Local)	Numbers of Staff (Foreigner)	Total Numbers of Staff	Salary Per Staff Per Month (Local)	Salary Per Staff Per Month (Foreigner)	Total Salary Per Month (Local)	Total Salary Per Month (Foreigner)	Total Salary Per Year (Local)	Total Salary Per Year (Foreigner)	Grand Total	Numbers of Staff (Local)	Numbers of Staff (Foreigner)	Total Numbers of Staff	Salary Per Staff Per Month (Local)	Salary Per Staff Per Month (Foreigner)	Total Salary Per Month (Local)	Total Salary Per Month (Foreigner)	Total Salary Per Year (Local)	Total Salary Per Year (Foreigner)	Grand Total		
Production Salary & Wages	1	Skillful Worker	2280	0	2280	382		871250		10455001		18686484	2260	0	2260	405		915424		10985088		19511679		
	2	General Worker	1280	0	1280	330		422177		5066124			1260	0	1260	350		440515		5286183				
	3	Trainee	460	0	460	260		119698		1436377			440	0	440	275		121138		1453651				
	4	Production Assistants	40	0	40	325		12992		155907			40	0	40	344		13772		165261				
	5	Production Leaders & Technicians	56	0	56	509		28531		342372			56	0	56	540		30243		362915				
	6	Senior Sewing Operators	0	87	87		732		63654		763851			0	86	86		754		64810			777723	
	7	Sewing Technician	0	3	3		1465		4395		52739			0	3	3		1509		4527			54321	
	8	Cutting Technician	0	3	3		1465		4395		52739			0	3	3		1509		4527			54321	
	9	Embroidery Technician	0	3	3		1842		5527		66321			0	3	3		1898		5693			68311	
	10	Printing Technician	0	3	3		1842		5526		66316			0	3	3		1897		5692			68306	
	11	Laundry Technician	0	3	3		1842		5526		66316			0	3	3		1897		5692			68306	
	12	Carton Box Technician	0	3	3		1828		5484		65812			0	3	3		1883		5649			67786	
	13	Sewing Mechanic	0	3	3		1464		4391		52696			0	3	3		1508		4523			54277	
	14	Senior Sewing Mechanic	0	2	2		1830		3659		43913			0	2	2		1885		3769			45231	
Factory Man- agers	15	Factory Manager	0	1	1		3489		3489		41862	942803	0	1	1		3698		3698		44374	1018227		
	16	Assistant Factory Manager	0	1	1		1973		1973		23679		0	1	1		2092		2092		25100			
	17	Production Manager	1	0	1	2983		2983		35792			1	0	1	3042		3042		36508				
	18	Assistant Production Manager	1	0	1	2292		2292		27500			1	0	1	2360		2360		28325				
	19	Production Supervisors	10	0	10	1112		11116		133389			10	0	10	1173		11730		140763				
	20	Sewing Section Manager	0	2	2		1804		3609		43303			0	2	2		1867		3735			44819	
	21	Assistant Sewing Section Manager	0	1	1		1376		1376		16509			0	1	1		1424		1424			17087	
	22	Cutting Section Manager	0	1	1		1804		1804		21652			0	1	1		1867		1867			22410	
	23	Assistant Cutting Section Manager	0	1	1		1376		1376		16509			0	1	1		1424		1424			17087	
	24	Finishing Section Manager	0	1	1		1804		1804		21652			0	1	1		1867		1867			22410	
	25	Assistant Finishing Section Manager	0	1	1		1353		1353		16239			0	1	1		1401		1401			16807	
	26	Maintenance Manager	0	1	1		1804		1804		21652			0	1	1		1867		1867			22410	
	27	Assistant Maintenance Manager	0	1	1		1353		1353		16239			0	1	1		1401		1401			16807	
	28	Merchandising Manager	0	1	1		1804		1804		21652			0	1	1		1867		1867			22410	
	29	Assistant Merchandising Manager	0	1	1		1410		1410		16923			0	1	1		1467		1467			17600	
	30	Senior Merchandising Supervisor	0	1	1		1322		1322		15862			0	1	1		1381		1381			16576	
	31	QC/QA Manager	0	1	1		1804		1804		21652			0	1	1		1867		1867			22410	
	32	Assistant QC/QA Manager	0	1	1		1383		1383		16600			0	1	1		1432		1432			17181	
	33	Quality Assurance Supervisor	0	1	1		1322		1322		15862			0	1	1		1381		1381			16576	
	34	Quality Control Supervisor	0	1	1		1322		1322		15862			0	1	1		1381		1381			16576	
	35	Merchandising Supervisor	1	0	1	2304		2304		27651			1	0	1	2385		2385		28619				
	36	Maintenance Supervisor	1	0	1	1970		1970		23639			1	0	1	2325		2325		27894				
	37	Production Clerical Staffs	23	0	23	1200		27594		331123			23	0	23	1368		31457		377480				
Administrative Wages	38	General Manager	0	1	1		2730		2730		32764	336184	0	1	1		2949		2949		35385	352994		
	39	General Manager Assistant	0	2	2		1338		2676		32108		0	2	2		1468		2936		35234			
	40	Administration Manager	1	0	1	1116		1116		13397			1	0	1	1161		1161		13933				
	41	Human Resource Manager	1	0	1	1116		1116		13397			1	0	1	1161		1161		13933				
	42	Finance Manager	1	0	1	1799		1799		21587			1	0	1	1871		1871		22451				
	43	Logistic Manager	1	0	1	1100		1100		13202			1	0	1	1144		1144		13730				
	44	ITC Manager	1	0	1	1100		1100		13202			1	0	1	1144		1144		13730				
	45	Administration Supervisor	1	0	1	527		527		6329			1	0	1	591		591		7088				
	46	Human Resource Supervisor	1	0	1	527		527		6329			1	0	1	591		591		7088				
	47	Finance Supervisor	1	0	1	527		527		6329			1	0	1	591		591		7088				
Total			4199	131	4330			US\$1,525,516	US\$138,274	US\$18,306,187	US\$1,659,283	US\$19,965,470	4137	130	4267			US\$1,597,922	US\$142,320	US\$19,175,063	US\$1,707,837	US\$20,882,900		

Staff Salary & Wages Schedule for 30 Years for Projected Garment Factory in Bago (Karisma Apparel (Myanmar) Company Limited)

			25th Year										26th Year											
Categories	Sr. No.	Positions	Numbers of Staff (Local)	Numbers of Staff (Foreigner)	Total Numbers of Staff	Salary Per Staff Per Month (Local)	Salary Per Staff Per Month (Foreigner)	Total Salary Per Month (Local)	Total Salary Per Month (Foreigner)	Total Salary Per Year (Local)	Total Salary Per Year (Foreigner)	Grand Total	Numbers of Staff (Local)	Numbers of Staff (Foreigner)	Total Numbers of Staff	Salary Per Staff Per Month (Local)	Salary Per Staff Per Month (Foreigner)	Total Salary Per Month (Local)	Total Salary Per Month (Foreigner)	Total Salary Per Year (Local)	Total Salary Per Year (Foreigner)	Grand Total		
Production Salary & Wages	1	Skillful Worker	2240	0	2240	429		961762		11541147		20373315	2230	0	2230	455		1014917		12179001		21273001		
	2	General Worker	1255	0	1255	371		465093		5581119			1245	0	1245	393		489071		5868847				
	3	Trainee	400	0	400	291		116237		1394843			380	0	380	311		118061		1416737				
	4	Production Assistants	40	0	40	365		14598		175177			40	0	40	387		15474		185688				
	5	Production Leaders & Technicians	56	0	56	572		32057		384690			54	0	54	607		32767		393208				
	6	Senior Sewing Operators	0	86	86		776		66755		801055			0	80	80		800		63960			767522	
	7	Sewing Technician	0	3	3		1554		4663		55950			0	3	3		1601		4802			57628	
	8	Cutting Technician	0	3	3		1554		4663		55950			0	3	3		1601		4802			57629	
	9	Embroidery Technician	0	3	3		1954		5863		70360			0	3	3		2013		6039			72471	
	10	Printing Technician	0	3	3		1954		5863		70355			0	3	3		2013		6039			72466	
	11	Laundry Technician	0	3	3		1954		5863		70355			0	2	2		2013		4026			48311	
	12	Carton Box Technician	0	3	3		1939		5818		69819			0	2	2		1998		3995			47943	
	13	Sewing Mechanic	0	3	3		1553		4659		55905			0	3	3		1600		4799			57583	
	14	Senior Sewing Mechanic	0	2	2		1941		3882		46588			0	2	2		1999		3997			47968	
Factory Wages	15	Factory Manager	0	1	1		3932		3932		47190	1099685	0	1	1		4181		4181		50174	1187660		
	16	Assistant Factory Manager	0	1	1		2217		2217		26606		0	1	1		2350		2350		28202			
	17	Production Manager	1	0	1	3103		3103		37238			1	0	1	3165		3165		37983				
	18	Assistant Production Manager	1	0	1	2431		2431		29175			1	0	1	2504		2504		30050				
	19	Production Supervisors	9	0	9	1355		12194		146323			8	0	8	1565		12519		150225				
	20	Sewing Section Manager	0	2	2		1933		3866		46388		0	2	2		2000		4001		48011			
	21	Assistant Sewing Section Manager	0	1	1		1474		1474		17685		0	1	1		1525		1525		18304			
	22	Cutting Section Manager	0	1	1		1933		1933		23194		0	1	1		2000		2000		24006			
	23	Assistant Cutting Section Manager	0	1	1		1474		1474		17685		0	1	1		1525		1525		18304			
	24	Finishing Section Manager	0	1	1		1933		1933		23194		0	1	1		2000		2000		24006			
	25	Assistant Finishing Section Manager	0	1	1		1450		1450		17395		0	1	1		1500		1500		18004			
	26	Maintenance Manager	0	1	1		1933		1933		23194		0	1	1		2000		2000		24006			
	27	Assistant Maintenance Manager	0	1	1		1450		1450		17395		0	1	1		1500		1500		18004			
	28	Merchandising Manager	0	1	1		1933		1933		23194		0	1	1		2000		2000		24006			
	29	Assistant Merchandising Manager	0	1	1		1525		1525		18304		0	1	1		1586		1586		19036			
	30	Senior Merchandising Supervisor	0	1	1		1443		1443		17321		0	1	1		1508		1508		18101			
	31	QC/QA Manager	0	1	1		1933		1933		23194		0	1	1		2000		2000		24006			
	32	Assistant QC/QA Manager	0	1	1		1482		1482		17782		0	1	1		1534		1534		18404			
	33	Quality Assurance Supervisor	0	1	1		1443		1443		17321		0	1	1		1508		1508		18101			
	34	Quality Control Supervisor	0	1	1		1443		1443		17321		0	1	1		1508		1508		18101			
35	Merchandising Supervisor	1	0	1	2468		2468		29620		1	0	1	2555		2555		30657						
36	Maintenance Supervisor	1	0	1	2720		2720		32636		1	0	1	3182		3182		38184						
37	Production Clerical Staffs	23	0	23	1559		35861		430327		23	0	23	1775		40815		489784						
Administrative Wages	38	General Manager	0	1	1		3022		3022		36270	370643	0	1	1		3098		3098		37177	389175		
	39	General Manager Assistant	0	2	2		1505		3010		36115		0	2	2		1542		3085		37018			
	40	Administration Manager	1	0	1	1196		1196		14351			1	0	1	1232		1232		14782				
	41	Human Resource Manager	1	0	1	1196		1196		14351			1	0	1	1232		1232		14782				
	42	Finance Manager	1	0	1	1927		1927		23124			1	0	1	1985		1985		23818				
	43	Logistic Manager	1	0	1	1178		1178		14142			1	0	1	1214		1214		14566				
	44	ITC Manager	1	0	1	1178		1178		14142			1	0	1	1214		1214		14566				
	45	Administration Supervisor	1	0	1	632		632		7584			1	0	1	684		684		8207				
	46	Human Resource Supervisor	1	0	1	632		632		7584			1	0	1	684		684		8207				
	47	Finance Supervisor	1	0	1	632		632		7584			1	0	1	684		684		8207				
	48	Clerical & other Staffs	35	0	35	465		16283		195395			34	0	34	509		17320		207845				
Total			4070	130	4200			US\$1,673,380	US\$146,924	US\$20,080,555	US\$1,763,088	US\$21,843,643	4026	122	4148			US\$1,761,279	US\$142,874	US\$21,135,345	US\$1,714,490	US\$22,849,836		

Staff Salary & Wages Schedule for 30 Years for Projected Garment Factory in Bago (Karisma Apparel (Myanmar) Company Limited)

			27th Year									28th Year												
Categories	Sr. No.	Positions	Numbers of Staff (Local)	Numbers of Staff (Foreigner)	Total Numbers of Staff	Salary Per Staff Per Month (Local)	Salary Per Staff Per Month (Foreigner)	Total Salary Per Month (Local)	Total Salary Per Month (Foreigner)	Total Salary Per Year (Local)	Total Salary Per Year (Foreigner)	Grand Total	Numbers of Staff (Local)	Numbers of Staff (Foreigner)	Total Numbers of Staff	Salary Per Staff Per Month (Local)	Salary Per Staff Per Month (Foreigner)	Total Salary Per Month (Local)	Total Salary Per Month (Foreigner)	Total Salary Per Year (Local)	Total Salary Per Year (Foreigner)	Grand Total		
Production Salary & Wages	1	Skillful Worker	2230	0	2230	482		1075812		12909741		22212416	2230	0	2230	536		1196303		14355633		24687731		
	2	General Worker	1245	0	1245	416		518415		6220977			1245	0	1245	466		580625		6967495				
	3	Trainee	330	0	330	331		109230		1310764			330	0	330	372		122812		1473744				
	4	Production Assistants	40	0	40	410		16402		196829			40	0	40	459		18371		220449				
	5	Production Leaders & Technicians	54	0	54	643		34733		416800			54	0	54	720		38901		466816				
	6	Senior Sewing Operators	0	80	80		823		65879		790548			0	80	80		856		68514			822170	
	7	Sewing Technician	0	2	2		1649		3298		39572			0	2	2		1715		3430			41155	
	8	Cutting Technician	0	2	2		1649		3298		39572			0	2	2		1715		3430			41155	
	9	Embroidery Technician	0	2	2		2073		4147		49763			0	2	2		2156		4313			51754	
	10	Printing Technician	0	2	2		2073		4147		49760			0	2	2		2156		4313			51750	
	11	Laundry Technician	0	2	2		2073		4147		49760			0	2	2		2156		4313			51750	
	12	Carton Box Technician	0	2	2		2058		4115		49381			0	2	2		2140		4280			51356	
	13	Sewing Mechanic	0	2	2		1648		3295		39540			0	2	2		1713		3427			41122	
	14	Senior Sewing Mechanic	0	2	2		2059		4117		49407			0	2	2		2141		4282			51384	
Factory Wages	15	Factory Manager	0	1	1		4432		4432		53184	1282673	0	1	1		4698		4698		56376	1385287		
	16	Assistant Factory Manager	0	1	1		2499		2499		29988		0	1	1		2657		2657		31880			
	17	Production Manager	1	0	1	3229		3229		38743			1	0	1	3293		3293		39518				
	18	Assistant Production Manager	1	0	1	2579		2579		30952			1	0	1	2657		2657		31880				
	19	Production Supervisors	7	0	7	1800		12597		151164			6	0	6	2060		12357		148286				
	20	Sewing Section Manager	0	2	2		2070		4141		49692		0	2	2		2143		4286		51431			
	21	Assistant Sewing Section Manager	0	1	1		1579		1579		18945		0	1	1		1634		1634		19608			
	22	Cutting Section Manager	0	1	1		2070		2070		24846		0	1	1		2143		2143		25715			
	23	Assistant Cutting Section Manager	0	1	1		1579		1579		18945		0	1	1		1634		1634		19608			
	24	Finishing Section Manager	0	1	1		2070		2070		24846		0	1	1		2143		2143		25715			
	25	Assistant Finishing Section Manage	0	1	1		1553		1553		18634		0	1	1		1607		1607		19287			
	26	Maintenance Manager	0	1	1		2070		2070		24846		0	1	1		2143		2143		25715			
	27	Assistant Maintenance Manager	0	1	1		1553		1553		18634		0	1	1		1607		1607		19287			
	28	Merchandising Manager	0	1	1		2070		2070		24846		0	1	1		2143		2143		25715			
	29	Assistant Merchandising Manager	0	1	1		1650		1650		19797		0	1	1		1716		1716		20589			
	30	Senior Merchandising Supervisor	0	1	1		1576		1576		18915		0	1	1		1647		1647		19767			
	31	QC/QA Manager	0	1	1		2070		2070		24846		0	1	1		2143		2143		25715			
	32	Assistant QC/QA Manager	0	1	1		1587		1587		19048		0	1	1		1643		1643		19715			
	33	Quality Assurance Supervisor	0	1	1		1576		1576		18915		0	1	1		1647		1647		19767			
	34	Quality Control Supervisor	0	1	1		1576		1576		18915		0	1	1		1647		1647		19767			
35	Merchandising Supervisor	1	0	1	2644		2644		31730		1	0	1	2737		2737		32841						
36	Maintenance Supervisor	1	0	1	3723		3723		44676		1	0	1	4356		4356		52270						
37	Production Clerical Staffs	23	0	23	2020		46464		557565		23	0	23	2300		52903		634835						
Administrati ve Wages	38	General Manager	0	1	1		3182		3182		38184	408634	0	1	1		3277		3277		39323	429066		
	39	General Manager Assistant	0	2	2		1581		3162		37944		0	2	2		1621		3241		38892			
	40	Administration Manager	1	0	1	1269		1269		15225			1	0	1	1307		1307		15682				
	41	Human Resource Manager	1	0	1	1269		1269		15225			1	0	1	1307		1307		15682				
	42	Finance Manager	1	0	1	2044		2044		24533			1	0	1	2106		2106		25269				
	43	Logistic Manager	1	0	1	1250		1250		15003			1	0	1	1288		1288		15453				
	44	ITC Manager	1	0	1	1250		1250		15003			1	0	1	1288		1288		15453				
	45	Administration Supervisor	1	0	1	739		739		8874			1	0	1	799		799		9587				
	46	Human Resource Supervisor	1	0	1	739		739		8874			1	0	1	799		799		9587				
	47	Finance Supervisor	1	0	1	739		739		8874			1	0	1	799		799		9587				
	48	Clerical & other Staffs	33	0	33	558		18408		220896			32	0	32	611		19546		234552				
Total			3974	117	4091			US\$1,853,537	US\$138,440	US\$22,242,448	US\$1,661,274	US\$23,903,723	3972	117	4089			US\$2,064,552	US\$143,956	US\$24,774,617	US\$1,727,467	US\$26,502,084		

Staff Salary & Wages Schedule for 30 Years for Projected Garment Factory in Bago (Karisma Apparel (Myanmar) Company Limited)

			29th Year										30th Year										30 Years		
Categories	Sr. No.	Positions	Numbers of Staff (Local)	Numbers of Staff (Foreigner)	Total Numbers of Staff	Salary Per Staff Per Month (Local)	Salary Per Staff Per Month (Foreigner)	Total Salary Per Month (Local)	Total Salary Per Month (Foreigner)	Total Salary Per Year (Local)	Total Salary Per Year (Foreigner)	Grand Total	Numbers of Staff (Local)	Numbers of Staff (Foreigner)	Total Numbers of Staff	Salary Per Staff Per Month (Local)	Salary Per Staff Per Month (Foreigner)	Total Salary Per Month (Local)	Total Salary Per Month (Foreigner)	Total Salary Per Year (Local)	Total Salary Per Year (Foreigner)	Grand Total	Grand Grand Total		
Production Salary & Wages	1	Skillful Worker	2230	0	2230	597		1330289		15963463		27338350	2200	0	2200	656		1443632		17323579		28545611	412487581		
	2	General Worker	1245	0	1245	522		650299		7803594			1210	0	1210	575		695220		8342637					
	3	Trainee	310	0	310	417		129151		1549817			172	0	172	461		79320		951844					
	4	Production Assistants	40	0	40	514		20575		246902			40	0	40	566		22633		271593					
	5	Production Leaders & Technicians	54	0	54	807		43570		522834			52	0	52	888		46151		553817					
	6	Senior Sewing Operators	0	80	80		891		71255		855057			0	63	63		917		57796				693558	
	7	Sewing Technician	0	2	2		1783		3567		42801			0	2	2		1837		3674				44085	
	8	Cutting Technician	0	2	2		1783		3567		42801			0	2	2		1837		3674				44085	
	9	Embroidery Technician	0	2	2		2243		4485		53824			0	2	2		2310		4620				55439	
	10	Printing Technician	0	2	2		2243		4485		53820			0	2	2		2310		4620				55435	
	11	Laundry Technician	0	2	2		2243		4485		53820			0	2	2		2310		4620				55435	
	12	Carton Box Technician	0	2	2		2225		4451		53410			0	2	2		2292		4584				55013	
	13	Sewing Mechanic	0	2	2		1782		3564		42766			0	2	2		1835		3671				44049	
	14	Senior Sewing Mechanic	0	2	2		2227		4453		53439			0	2	2		2293		4587				55042	
Factory Wages	15	Factory Manager	0	1	1		4980			4980		59758	0	1	1		5239		5239		62872	1615798	19598079		
	16	Assistant Factory Manager	0	1	1		2824			2824		33886	0	1	1		3001		3001		36012				
	17	Production Manager	1	0	1	3359		3359			40308		1	0	1	3426		3426		41114					
	18	Assistant Production Manager	1	0	1	2736		2736			32837		1	0	1	2818		2818		33822					
	19	Production Supervisors	6	0	6	2358		14151			169810		6	0	6	2702		16214		194562					
	20	Sewing Section Manager	0	2	2		2218			4436	53231		0	2	2		2296		4591		55094				
	21	Assistant Sewing Section Manager	0	1	1		1691			1691	20294		0	1	1		1750		1750		21005				
	22	Cutting Section Manager	0	1	1		2218			2218	26615		0	1	1		2296		2296		27547				
	23	Assistant Cutting Section Manager	0	1	1		1691			1691	20294		0	1	1		1750		1750		21005				
	24	Finishing Section Manager	0	1	1		2218			2218	26615		0	1	1		2296		2296		27547				
	25	Assistant Finishing Section Manager	0	1	1		1663			1663	19962		0	1	1		1722		1722		20660				
	26	Maintenance Manager	0	1	1		2218			2218	26615		0	1	1		2296		2296		27547				
	27	Assistant Maintenance Manager	0	1	1		1663			1663	19962		0	1	1		1722		1722		20660				
	28	Merchandising Manager	0	1	1		2218			2218	26615		0	1	1		2296		2296		27547				
	29	Assistant Merchandising Manager	0	1	1		1784			1784	21413		0	1	1		1856		1856		22269				
	30	Senior Merchandising Supervisor	0	1	1		1721			1721	20656		0	1	1		1799		1799		21586				
	31	QC/QA Manager	0	1	1		2218			2218	26615		0	1	1		2296		2296		27547				
	32	Assistant QC/QA Manager	0	1	1		1700			1700	20405		0	1	1		1760		1760		21119				
	33	Quality Assurance Supervisor	0	1	1		1721			1721	20656		0	1	1		1799		1799		21586				
	34	Quality Control Supervisor	0	1	1		1721			1721	20656		0	1	1		1799		1799		21586				
35	Merchandising Supervisor	1	0	1	2833		2833			33990		1	0	1	2932		2932		35180						
36	Maintenance Supervisor	1	0	1	5096		5096			61156		1	0	1	5963		5963		71553						
37	Production Clerical Staffs	22	0	22	2628		57813			693758		21	0	21	3002		63032		756378						
Administrative Wages	38	General Manager	0	1	1		3375			3375	40502	450519	0	1	1		3476		3476		41717	473045	7437947		
	39	General Manager Assistant	0	2	2		1669			3338	40059		0	2	2		1736		3472		41661				
	40	Administration Manager	1	0	1	1346		1346		16153			1	0	1	1386		1386		16637					
	41	Human Resource Manager	1	0	1	1346		1346		16153			1	0	1	1386		1386		16637					
	42	Finance Manager	1	0	1	2163		2163		25962			1	0	1	2227		2227		26725					
	43	Logistic Manager	1	0	1	1326		1326		15917			1	0	1	1366		1366		16394					
	44	ITC Manager	1	0	1	1326		1326		15917			1	0	1	1366		1366		16394					
	45	Administration Supervisor	1	0	1	862		862		10350			1	0	1	923		923		11074					
	46	Human Resource Supervisor	1	0	1	862		862		10350			1	0	1	923		923		11074					
	47	Finance Supervisor	1	0	1	862		862		10350			1	0	1	923		923		11074					
	48	Clerical & other Staffs	31	0	31	669		20734		248808			30	0	30	732		21971		263657					
Total			3950	117	4067			US\$2,290,702	US\$149,713	US\$27,488,428	US\$1,796,550	US\$29,284,979	3743	100	3843			US\$2,413,812	US\$139,059	US\$28,965,747	US\$1,668,708	US\$30,634,454	US\$439,523,607		

Proposed Garment Manufacturing Plant In Bago, Myanmar

Projected Annual Consumption of Fuel, Electricity & Water for 30 (Thirty) Years

		Year 1 (18 Months Pre-Operation)	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10 (Full operation)
Production Volume (Dzs)		-	238,000	870,000	1,350,000	1,397,250	1,446,154	1,496,769	1,541,672	1,587,922	1,600,000
Consumptions											
Fuel (Diesel) for Generators											
	Liters	0	327,250	1,196,250	1,856,250	1,921,219	1,988,461	2,058,058	2,119,799	2,183,393	2,200,000
	Or Gallons	0	71,923	262,912	407,967	422,246	437,024	452,320	465,890	479,867	483,516
	Estimated Cost USD/Liter		0.7151	0.8124	0.8424	0.8184	0.7995	0.7765	0.7631	0.7500	0.7514
	Total USD		234,000	971,800	1,563,768	1,572,277	1,589,713	1,598,174	1,617,536	1,637,459	1,653,161
<i>Diesel is all for own generators to produce electricity as main electricity consumption</i>											
Electricity											
	Grid Electricity Supply (Kw Hr)		0	978,750	2,126,250	2,200,669	2,196,346	2,273,218	2,254,696	2,233,016	2,250,000
	Estimated Cost US\$/KW Hr		0.110	0.111	0.111	0.112	0.112	0.113	0.113	0.114	0.114
	Electricity supply by own genertors (Kw Hr)		1,338,750	3,915,000	5,467,500	5,658,863	5,938,269	6,146,108	6,417,211	6,699,048	6,750,000
	US\$/KW Hr		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Total Consumed KW Hr	0	1,338,750	4,893,750	7,593,750	7,859,531	8,134,615	8,419,326	8,671,906	8,932,063	9,000,000
	Total USD		0	108,201	236,232	245,723	246,466	256,368	255,551	254,359	257,575
Water											
	Million Liters	0	44.63	163.13	253.13	261.98	271.15	280.64	289.06	297.74	300.00
	Or Million Gallons	0	9.81	35.85	55.63	57.58	59.59	61.68	63.53	65.44	65.93
	Estimated Cost USD/Million Liter		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Total USD		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Remarks	No cost, it is because the water is from underground and it consumes Electricity for pumping.										
Total Expenses	USD	-	234,000	1,080,000	1,800,000	1,818,000	1,836,180	1,854,542	1,873,087	1,891,818	1,910,736

Proposed Garment Manufacturing Plant In Bago, Myanmar

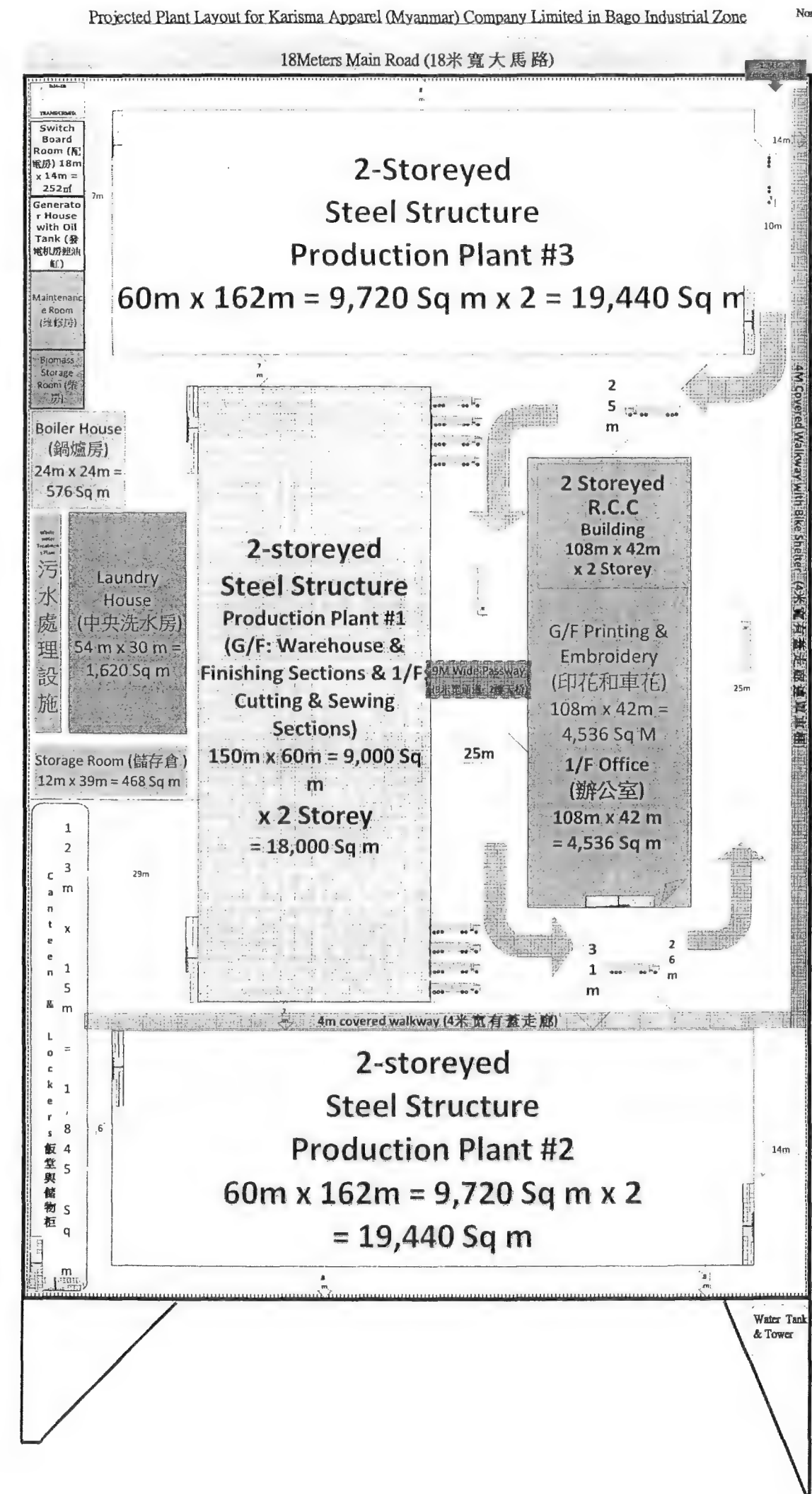
Projected Annual Consumption of Fuel, Electricity & Water for 30 (Thirty) Years

		Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20
<i>Production Volume (Dozs)</i>		1,606,400	1,612,826	1,619,277	1,625,754	1,632,257	1,638,786	1,645,341	1,651,923	1,658,530	1,665,164
Consumptions											
Fuel (Diesel) for Generators											
	Liters	2,164,624	2,173,282	2,181,976	2,190,704	2,199,466	2,185,731	2,194,474	2,203,252	2,212,065	2,220,913
	<i>Or Gallons</i>	475,742	477,645	479,555	481,473	483,399	480,380	482,302	484,231	486,168	488,113
	<i>Estimated Cost USD/Liter</i>	0.7692	0.7739	0.7786	0.7834	0.7882	0.7929	0.7977	0.8026	0.8076	0.8125
	Total USD	1,664,955	1,681,864	1,698,945	1,716,199	1,733,627	1,732,966	1,750,585	1,768,383	1,786,361	1,804,522
Electricity											
	Grid Electricity Supply (Kw Hr)	2,302,373	2,311,582	2,320,829	2,330,112	2,339,432	2,503,655	2,513,670	2,523,725	2,533,820	2,543,955
	<i>Estimated Cost US\$/KW Hr</i>	0.115	0.116	0.116	0.117	0.117	0.118	0.119	0.119	0.120	0.120
	Electricity supply by own genertors (Kw Hr)	6,552,907	6,579,119	6,605,435	6,631,857	6,658,384	6,437,971	6,463,723	6,489,578	6,515,536	6,541,598
	<i>US\$/KW Hr</i>	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Total Consumed KW Hr	8,855,280	8,890,701	8,926,264	8,961,969	8,997,817	8,941,626	8,977,393	9,013,302	9,049,356	9,085,553
	Total USD	264,888	267,278	269,689	272,121	274,576	295,319	297,983	300,671	303,383	306,120
Water											
	Million Liters	295.18	296.36	297.54	298.73	299.93	298.05	299.25	300.44	301.65	302.85
	<i>Or Million Gallons</i>	64.87	65.13	65.39	65.66	65.92	65.51	65.77	66.03	66.30	66.56
	<i>Estimated Cost USD/Million Liter</i>	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Total USD	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Remarks											
	Total Expenses USD	1,929,844	1,949,142	1,968,633	1,988,320	2,008,203	2,028,285	2,048,568	2,069,054	2,089,744	2,110,642

Proposed Garment Manufacturing Plant In Bago, Myanmar

Projected Annual Consumption of Fuel, Electricity & Water for 30 (Thirty) Years

		Year 21	Year 22	Year 23	Year 24	Year 25	Year 26	Year 27	Year 28	Year 29	Year 30	30 Years Total
Production Volume (Dons)		1,671,825	1,678,512	1,685,226	1,691,967	1,698,735	1,705,530	1,712,352	1,719,202	1,726,078	1,732,983	44,906,437
Consumptions												
Fuel (Diesel) for Generators												
	Liters	2,206,809	2,215,636	2,224,499	2,233,397	2,242,330	2,227,849	2,236,760	2,245,707	2,254,690	2,263,709	60,128,552
	Or Gallons	485,013	486,953	488,901	490,856	492,820	489,637	491,596	493,562	495,536	497,518	13,215,066
	Estimated Cost USD/Liter	0.8176	0.8226	0.8277	0.8328	0.8379	0.8535	0.8588	0.8640	0.8694	0.8385	
	Total USD	1,804,216	1,822,578	1,841,129	1,859,867	1,878,795	1,901,485	1,920,831	1,940,375	1,960,118	1,898,065	
Electricity												
	Grid Electricity Supply (Kw Hr)	2,708,357	2,719,190	2,730,067	2,740,987	2,751,951	2,734,178	2,745,115	2,756,095	2,767,119	3,426,432	
	Estimated Cost US\$/KW Hr	0.121	0.122	0.122	0.123	0.123	0.124	0.125	0.125	0.126	0.126	
	Electricity supply by own genertors (Kw Hr)	6,319,499	6,344,777	6,370,156	6,395,636	6,421,219	6,379,749	6,405,268	6,430,889	6,456,612	5,834,195	
	US\$/KW Hr	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
	Total Consumed KW Hr	9,027,855	9,063,967	9,100,222	9,136,623	9,173,170	9,113,926	9,150,382	9,186,984	9,223,732	9,260,627	245,980,441
	Total USD	327,532	330,486	333,467	336,475	339,510	339,004	342,062	345,147	348,261	433,396	
Water												
	Million Liters	300.93	302.13	303.34	304.55	305.77	303.80	305.01	306.23	307.46	308.69	8,199.35
	Or Million Gallons	66.14	66.40	66.67	66.93	67.20	66.77	67.04	67.30	67.57	67.84	1,802.05
	Estimated Cost USD/Million Liter	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
	Total USD	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Remarks												
	Total Expenses USD	2,131,748	2,153,065	2,174,596	2,196,342	2,218,305	2,240,489	2,262,893	2,285,522	2,308,378	2,331,461	56,791,598



Architectural Information for Projected Garment Factory in Bago
(Karisma Apparel (Myanmar) Company limited)

		Structure	Building Measurements (Length x Width)	Storey	Built Areas				
1	6 Main Buildings	Warehouse Plant #1	Steel	84M x 48M + 108M x 18M / 275.5 ft x 157 ft + 354 ft x 59 ft	1	5,976	Sq M	64,326	Sq Ft
		Production Plant #2 & Office	Steel	G/F: 116M x 48M + 1/F: 66M x 24M / G/F: 380 ft x 157 ft + 1/F 216 ft x 78.7 ft	2	7,152	Sq M	76,984	Sq Ft
		Production Plant #3 & Canteen	Steel	78M x 30M + 72M x 30M / 256 ft x 98 ft + 236 ft x 98 ft	1	4,500	Sq M	48,438	Sq Ft
		Production Plant #4	Steel	G/F & 1/F: 150m x 60m / 492 ft x 197 ft	2	18,000	Sq M	193,752	Sq Ft
		Production Plant #5	Steel	114M x 60M / 374 ft x 197 ft	1	6,840	Sq M	73,626	Sq Ft
		Production Plant #6	Steel	114M x 54M / 374 ft x 177 ft	1	6,156	Sq M	66,263	Sq Ft
2	8 Auxiliary Buildings	Transformer Yard	R.C.C	12M x 10M / 39 ft x 33 ft	1	120	Sq M	1,292	Sq Ft
		Switch Board House	Steel	18m x 9M / 59 ft x 29.5 ft	1	162	Sq M	1,744	Sq Ft
		Generator House	Steel	30M x 10M / 98 ft x 33 ft	1	300	Sq M	3,229	Sq Ft
		Maintenance House	Steel	32M x 10M / 105 ft x 33 ft	1	320	Sq M	3,444	Sq Ft
		Wood Storage Room	Steel	12M x 11M / 39 ft x 36 ft	1	132	Sq M	1,421	Sq Ft
		Boiler Room	Steel	25M x 11M / 82 ft x 36 ft	1	275	Sq M	2,960	Sq Ft
		Storage Room	Steel	30M x 5M / 98.4 ft x 16.4 ft	1	150	Sq M	1,615	Sq Ft
		Gate House	Steel	6.2M x 4.2M + 1.5M x 1.2M / 20.34 ft x 13.78 ft + 4.92 ft x 3.94 ft	1	27.84	Sq M	300	Sq Ft
Total:					50,111	Sq M	539,393	Sq Ft	

1 Meter = 3.28 feet

1 Sq Meter = 10.764 Sq Feet



RA:	Date:
XXXXXXXX	XXXX 13
PA:	Date:
XXXXXXXX	XXXX 13
Project	

21.03.2016
checked by :
Drawing no :
Rev :
Client :

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်

တိုင်းဒေသကြီးအစိုးရအဖွဲ့

ပဲခူးတိုင်းဒေသကြီး

စာအမှတ်၊ ၇ / ၁ - ၂၀ / ထောက် ၃

ရက်စွဲ ၂၀၁၄ ခုနှစ်၊ မတ်လ ၄ ရက်

သို့

ဥက္ကဋ္ဌ

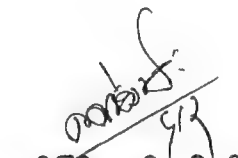
မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်

နေပြည်တော်

အကြောင်းအရာ။ သဘောထားမှတ်ချက် တင်ပြခြင်းကိစ္စ

၁။ ပဲခူးတိုင်းဒေသကြီးအစိုးရအဖွဲ့မှ အကောင်အထည်ဖော်ဆောင်ရွက်လျက်ရှိသော ပဲခူးမြို့၊
ညောင်အင်းကျေးရွာအနီးရှိ ပြည်ပစက်မှုနယ်မြေ၊ မြေကွက်အမှတ်(၁၈+၁၉+၂၀)၊ မြေဧရိယာ
(၁၅.၀၀)ဧကအား အထည်ချုပ်စက်ရုံ တည်ဆောက်နိုင်ရေးအတွက် (၂၅.၂.၂၀၁၄) ရက်နေ့တွင်
ပဲခူးတိုင်းဒေသကြီးအစိုးရအဖွဲ့နှင့် Karisma Apparel(Myanmar)Co., Ltd တို့ မြေငှားစာချုပ်
ချုပ်ဆိုခဲ့ပြီးဖြစ်ပါသည်။

၂။ သို့ဖြစ်ပါ၍ နိုင်ငံတော်အတွက် နိုင်ငံခြားဝင်ငွေများရရှိခြင်း၊ ဒေသခံလုပ်သားပြည်သူများ
အတွက် အလုပ်အကိုင် အခွင့်အလမ်းများရရှိနိုင်ခြင်းတို့ကြောင့် အဆိုပါစက်ရုံတည်ထောင်ခြင်းအား
နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှုဥပဒေနှင့်အညီ လိုက်နာဆောင်ရွက်မည်ဆိုပါက ကန့်ကွက်ရန်မရှိပါကြောင်း
ထောက်ခံတင်ပြအပ်ပါသည်။



ဝန်ကြီးချုပ်(ကိုယ်စား)

ဦးမောင်မောင်သန်း၊ အတွင်းရေးမှူး

မိတ္တူ

Karisma Apparel(Myanmar)Co., Ltd

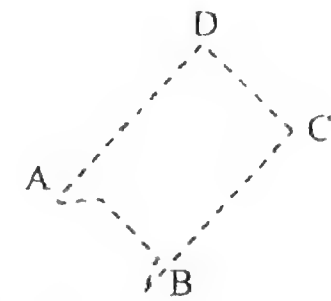
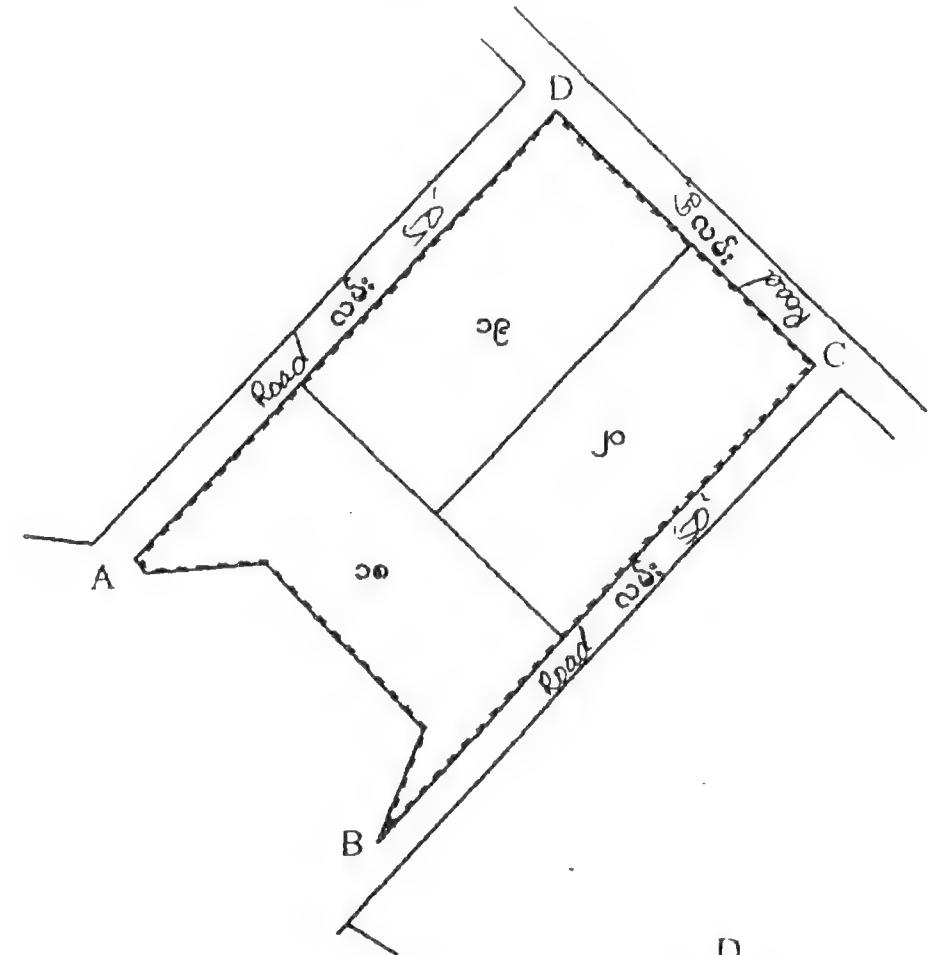
လက်ခံစာတွဲ

မျှောစာတွဲ

Karisma Apparel (Myanmar) Co.,Ltd အထည်ချုပ်စက်ရုံ အဆောက်အဦ

တည်ထောင်နိုင်ရန် လျှောက်ထားသည့် နေရာပြမြေပုံကြမ်း

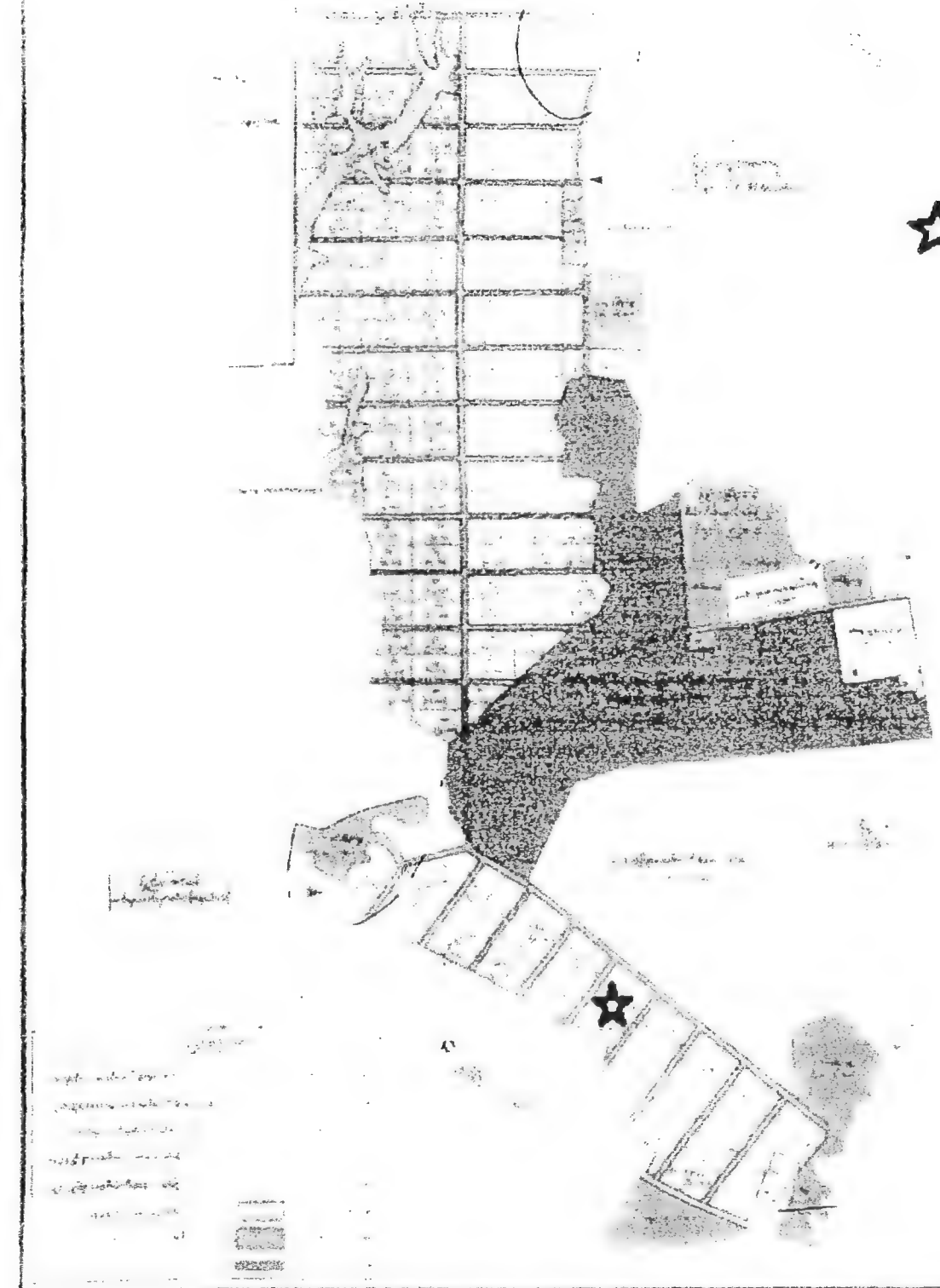
Karisma Apparel (Myanmar) Co., Ltd 製衣厂 申請 建厂
之土地 地图。



လျှောက်ထားသည့်နေရာ
申請地所在位置

- | | | |
|------------------------------|---|--|
| မြေတွက်အမှတ်(၁၈)
土地编号(18) | • | ၂၀၂၃၄.၂၀၂ စတုရန်းမီတာ
၂၀၂၃၄.၂၀၂ Square meters |
| မြေတွက်အမှတ်(၁၉)
土地编号(19) | • | ၂၀၂၃၄.၂၀၂ စတုရန်းမီတာ
၂၀၂၃၄.၂၀၂ Square meters |
| မြေတွက်အမှတ်(၂၀)
土地编号(20) | • | ၂၀၂၃၄.၂၀၂ စတုရန်းမီတာ
၂၀၂၃၄.၂၀၂ Square meters |

★ Karisma Apparel
(Myanmar) Co., Ltd.



37.7.22

နေပြည်တော်

ရက်စွဲ၊ ပြဝခံ၊ ခုနှစ်၊ စက်တင်ဘာလ ၂၄ ရက်

မှတ်ချက်ပေးနိုင်ပါရန် တင်ပြခြင်းကိစ္စ

စာအမှတ်၊ ၇/ ၁-၉/ ဦး ၁

ဤရုံးမှ သဘောထားမှတ်ချက်ပေးပါရန် ဆက်လက်ပေးပို့လာခြင်းဖြစ်ကြောင်း တွေ့ရှိရပါသည်။

၃။

ရည်ညွှန်းချက်ပါစာနှင့်အတူ ပူးတွဲပေးပို့လာသော မြေငှားစာချုပ်(မူကြမ်း)ကို ဥပဒေရှုထောင့်မှ လေ့လာစိစစ်ပြီး အောက်ပါအတိုင်း သုံးသပ်အကြံပြုအပ်ပါသည်။ -

- (က) ထို့ပြင် အပိုဒ် 2.02 တွင် ငှားရမ်းခပေးသွင်းခြင်းနှင့်စပ်လျဉ်း၍ နှစ်စဉ်ဘဏ္ဍာရေးနှစ်၏ ပထမဆုံးလတွင် ကြိုတင်ပေးသွင်းရမည်ဟုလည်းကောင်း၊ အပိုဒ် 2.03 တွင် နှစ်စဉ်ငှားရမ်းခကို MIC ၏ ခွင့်ပြုမိန့်ရရှိပြီး ရက်ပေါင်း ၃၀ အတွင်း ပေးသွင်းရမည်ဟုလည်းကောင်း၊ ဖော်ပြထားရာ အဆိုပါ စည်းကမ်းချက်များ တစ်ခုနှင့်တစ်ခု ညီညွတ်မှုရှိစေရန်အတွက် ဌာနမှ ပြန်လည်စိစစ်ရန်လိုအပ်ပါသည်။
- (ခ) စာချုပ်(မူကြမ်း)တွင် မြေအသုံးပြုမှုပရိမီယံကြေးရယူထားခြင်း မရှိကြောင်း တွေ့ရှိရပါသည်။ မြေအသုံးပြုမှုပရိမီယံကြေးနှင့် စပ်လျဉ်း၍ နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှုနည်းဥပဒေများ၏ နည်းဥပဒေ ၁၁၈ တွင် “အစိုးရဌာန၊ အစိုးရအဖွဲ့အစည်းပိုင်မြေများကို ငှားရမ်းရာတွင်မြေအသုံးပြုမှုပရိမီယံကြေးကိုသက်ဆိုင်ရာ အစိုးရဌာန၊ အစိုးရအဖွဲ့အစည်းက ရင်းနှီးမြှုပ်နှံသူထံမှ တောင်းခံနိုင်သည်” ဟု ပြဌာန်းထားချက်အား သိရှိနိုင်ပါရန် ဖော်ပြအပ်ပါသည်။
- (ဂ) စာချုပ်(မူကြမ်း)တွင် ငှားရမ်းခကို သတ်မှတ်ထားသည့်ရက်တွင် ပေးသွင်းရန် နောက်ကျပါ က ဒဏ်ကြေးတောင်းခံရန် စည်းကမ်းချက်ကို ထည့်သွင်းထားသော်လည်း မည်သည့်ကာလအတွက် ဒဏ်ကြေးမည်မျှရယူမည်ကို ဖော်ပြထားခြင်းမရှိ၍ ယင်းစည်းကမ်းချက်ကို ထည့်သွင်းဖော်ပြရန် သင့် မသင့် ဌာနအနေဖြင့် ပြန်လည်စိစစ်သင့်ပါသည်။
- (ဃ) စာချုပ်(မူကြမ်း)၏ WHEREAS တွင် Appendix A ဟု လည်းကောင်း၊ Article 5.01(4) တွင် (Appendix). ဟုလည်းကောင်း၊ Article 18.01 တွင် Appendices ဟုလည်းကောင်း ဖော်ပြထားသော်လည်း နောက်ဆက်တွဲ

များပူးတွဲပါရှိလာခြင်း မရှိပါ၍ စိစစ်နိုင်ခြင်းမရှိပါ။ စာချုပ်လက်မှတ်ရေးထိုးသည့် အချိန်တွင် နောက်ဆက်တွဲပုံစံများ ပြည့်စုံစွာပူးတွဲဖော်ပြရန် လိုအပ်ပါသည်။ နောက်ဆက်တွဲ များသည်စာချုပ်၏တစ်စိတ်တစ်ဒေသဖြစ်သဖြင့် နောက်ဆက်တွဲပါဖော်ပြချက်သည် စာချုပ်ပါ စည်းကမ်းချက်များနှင့် ညီညွတ်မှု ရှိစေရန် ဌာနမှ စိစစ်ရန်လိုအပ်ပါသည်။

- (င) စာချုပ်(မူကြမ်း)၏ အပိုဒ် 7.02 တွင် LESSOR မှ LESSEE ၏ စာချုပ်ပါ စည်းကမ်းချက်ကိုလိုက်နာဆောင်ရွက်ရန် ပျက်ကွက်မှုနှင့်စပ်လျဉ်း၍ အကြောင်းကြားစာ ကြိုတင်ပေးပို့ရမည့်ကာလကို ဖော်ပြထားခြင်းမရှိ၍ ထည့်သွင်းဖော်ပြရန် လိုအပ်ပါသည်။
- (စ) စာချုပ်(မူကြမ်း) ARTICLE XIV: TERMINATION ၏ အပိုဒ် 14.0(c) တွင် Force Majeure ဖြစ်ပွားလျှင် ဆက်လက်ဖြစ်ပွားပါက စာချုပ်ဝင် တစ်ဦးအနေဖြင့် MIC ၏ ခွင့်ပြုချက်နှင့်အညီ ရက်ပေါင်း ၉၀ ကြိုတင် အကြောင်းကြားစာပေးပို့၍ ရပ်စဲနိုင်ကြောင်းဖော်ပြထားသည်ကို တွေ့ရှိရပါသည်။ စာချုပ်(မူကြမ်း) အပိုဒ် 14.03 တွင် LESSEE အနေဖြင့် သဘာဝဘေးအန္တရာယ် ဖြစ်ပွားလျှင်သော်လည်းကောင်း၊ Force Majeure ကြောင့် ပျက်စီးဆုံးရှုံးလျှင်သော်လည်းကောင်း၊ LESSEE အနေဖြင့် ရက်ပေါင်း ၉၀ ကြိုတင်အကြောင်းကြားစာပေး၍ စာချုပ်ကိုရပ်စဲနိုင်ကြောင်း နှင့် ထိခိုက်ပျက်စီးသောပစ္စည်းအားလုံး သို့မဟုတ် တစ်စိတ်တစ်ပိုင်းကို LESSEE က ၎င်းစရိတ်ဖြင့် ပြန်လည်တည်ဆောက်ပြီး လုပ်ငန်းဆက်လက် ဆောင်ရွက်ခွင့် အခွင့်အရေးကို ချွင်းချက်ထားရှိကြောင်း ဖော်ပြထားရာ LESSEE အနေဖြင့် ရပ်စဲခြင်းနှင့် ဆက်လက်လုပ်ကိုင်ခြင်း တစ်ဖက်သတ် အခွင့်အရေးရရှိသည့်သဘောသက်ရောက်နေသည်ဟု ယူဆပါသည်။ သို့ပါ၍

စာချုပ်ရပ်စဲခြင်းနှင့်စပ်လျဉ်း၍ ဌာနမှလက်ခံနိုင်ခြင်းရှိ မရှိ ပြန်လည် စိစစ် သင့်ပါသည်။

(ဆ) လိုအပ်သော နေရာများတွင် မင်နီဖြင့် ပြင်ဆင်ရေးသားပေးလိုက်ပါသည်။

၄။ စာချုပ်(မူကြမ်း)တွင် LESSEE ဘက်မှ ကိုယ်စားလှယ်က လက်မှတ်ရေးထိုးထားကြောင်းနှင့် စာချုပ်စာမျက်နှာတိုင်းတွင် လက်မှတ်တိုများရေးထိုးထားကြောင်း တွေ့ရှိရပါသည်။ ပြည်ထောင်စုရှေ့နေချုပ်ရုံးအနေဖြင့် လက်မှတ်ရေးထိုးခြင်းမပြုရသေးသော နှစ်ဖက်ညှိနှိုင်းထားသည့် စာချုပ်(မူကြမ်း)များကိုသာ စိစစ်အကြံပြုသည့်အတွက် နောင်တွင် စာချုပ်(မူကြမ်း)များကိုသာ ပေးပို့ပါ ရန်ဖော်ပြအပ်ပါသည်။

၅။ တံဆိပ်ခေါင်းအက်ဥပဒေပုဒ်မ ၉ အရအစိုးရ တံဆိပ်ခေါင်းခွန်ကင်းလွတ်ခွင့် သို့မဟုတ် သက်သာခွင့်မရှိသေးလျှင် တံဆိပ်ခေါင်းအက်ဥပဒေအရ ကျသင့်သောတံဆိပ်ခေါင်းခွန်ကို အငှားချထားခြင်းခံရသူက ထမ်းဆောင်ရမည်ဖြစ်ပါသည်။

၆။ ဤစာချုပ်(မူကြမ်း)ကို ပြည်ထောင်စုရှေ့နေချုပ်ဥပဒေနှင့်အညီ ဥပဒေကြောင်းအရသာ ဥပဒေအကြံဉာဏ်ပေးခြင်းဖြစ်ပါသည်။ ဥပဒေရေးရာမဟုတ်သည့် စီမံရေးရာ၊ ဘဏ္ဍာရေးရာ၊ ကျွမ်းကျင်မှုဆိုင်ရာကိစ္စရပ်များကိုဤရုံးအနေဖြင့် မှတ်ချက်ပေးရန်မရှိပါကြောင်းနှင့် ယင်းကိစ္စရပ်များနှင့်စပ်လျဉ်း၍ သက်ဆိုင်ရာကျွမ်းကျင်သူများနှင့် ဆွေးနွေးညှိနှိုင်းဆောင်ရွက်ရန် အကြံပြုပါသည်။

၇။ Karisma Apparel (Myanmar) Co., Ltd သည် သက်ဆိုင်ရာနိုင်ငံ၏ ဥပဒေအရ တရားဝင် ဖွဲ့စည်းထားသော ကုမ္ပဏီဟုတ် မဟုတ်၊ စာချုပ်ပါလုပ်ငန်းကို လုပ်ကိုင်နိုင်ခွင့်နှင့် လုပ်ကိုင်နိုင်စွမ်းရှိ မရှိ၊ ငွေကြေးအင်အားပြည့်စုံမှုရှိ မရှိ၊ စာချုပ်တွင် လက်မှတ်ရေးထိုးမည့်သူများသည် တရားဝင်လွှဲအပ်ခြင်းခံရသူများဟုတ် မဟုတ် စသည့်အချက်များနှင့်စပ်လျဉ်း၍ ကြိုတင် စိစစ်ရန် လိုအပ်မည် ဖြစ်ပါသည်။

၈။ ဤစာချုပ်(မူကြမ်း)ကို လက်မှတ်ရေးထိုးချုပ်ဆိုပြီးပါက မှတ်တမ်းတင်ထားနိုင်ရန်
အတွက် ဤရုံးသို့ စာချုပ်မိတ္တူ(၃)စောင်ပေးပို့ပါရန် မေတ္တာရပ်ခံအပ်ပါသည်။

ညွှန်ကြားရေးမှူးချုပ်(ကိုယ်စား)

(ခင်မောင်တင့် ဒုတိယညွှန်ကြားရေးမှူး)

ပဲခူးတိုင်းဒေသကြီးဥပဒေချုပ်ရုံး

LAND LEASE AGREEMENT

BY AND BETWEEN

THE BAGO REGIONAL GOVERNMENT

THE REPUBLIC OF THE UNION OF MYANMAR

AND

KARISMA APPAREL (MYANMAR) COMPANY

LIMITED



LAND LEASE AGREEMENT

This LEASE AGREEMENT made entered into and delivered at Bago on this Twentieth of August. Two thousand & thirteen

BY AND BETWEEN

The Bago Regional Government, The Republic of the Union of Myanmar, represented for this purpose, by its the Secretary of Bago Region Government (hereinafter referred to as "the LESSOR" which expression shall except where the context requires another and different meaning there from, include its successors and permitted assigns) represented for this purpose by U Maung Maung Than of the ONE PART.

AND

Karisma Apparel (Myanmar) Company Limited (incorporated and registered) under the Myanmar Companies Act as 100% (One Hundred Percent) owned foreign company in the Republic of the Union of Myanmar (hereinafter referred to as "the LESSEE" which expression shall, expect where the context requires another and different meaning the there from, include its successors, legal representatives and permitted assign) represented for this purpose by its the Director Mr. Cheung Kwok Wing David, a citizen of the Great Britain of the OTHER PART.

WITNESSETH AS FOLLOWS:

WHEREAS the LESSEE is desirous of entering into this Lease Agreement of utilizing the lease land of 15 (Fifteen) acres equivalent to 60,703 (Sixty thousands seven hundred and three) square meters at Plot No. 18, 19 & 20 Industrial area Bago described in the map as per appendix A attached hereto (which shall form an integral part of this Lease Agreement) to construct Garment Manufacturing Factory thereon to produce all kinds of wearing apparels in knits, woven & sweater with printing and embroidery. WHEREAS the LESSOR is desirous of leasing the land plot for 50 (Fifty) years extendable to 10 (ten) years 2 (two) terms as aforementioned to the LESSEE to enhance industrial development, whereby promoting the foreign investment in Myanmar; WHEREAS the LESSOR represents and warrants that it has the legal and

beneficial right on the said land; and WHEREAS both the LESSOR and the LESSEE hereto are legally authorized to enter into this Lease Agreement

NOW, THEREFORE, THE PARTIES HERE TO HEREBY AGREE AS FOLLOWS:

ARTICLE I: SCOPE OF AGREEMENT

- 1-01 In consideration of the rent hereinafter reserved and the covenants made by the LESSEE hereinafter contained, the LESSOR both hereby unto the LESSEE all that piece of land at Plot No. 18, 19 & 20 of Industrial area, Bago Myanmar measuring 15 (Fifteen) acres equivalent to 60,703 (Sixty thousands seven hundred and three) square meters as per map attached as appendix A hereto (which shall form an integral part of this Lease Agreement) together with all the rights basements appurtenances thereto, except all mines, deposits, gemstones, coal petroleum and other natural resources as well as buried treasure and gems occurring in, under or within the said land for a term of **50 (Fifty) years extendable to 10 (ten) years 2 (two) terms from the date of signing this Lease Agreement.**
- 1-02 On expiry of 50 (Fifty) years term of the lease extendable to 10 (ten) years 2 (two) terms, this lease may be renewed for further terms with the consent of the LESSOR and subject to the approval of the Myanmar Investment Commission (hereinafter referred to as MIC).

ARTICLE II: ANNUAL RENTAL AND PAYMENT TERMS

- 2-01 The annual rent for the land shall be calculated at the following rates as per decision **made by the cabinet of Bago Regional Government.**
- US\$ 2.0 per square meter per annum for 1st 10 years
US\$ 2.5 per square meter per annum for 2nd 10 years
US\$ 3.0 per square meter per annum for 3rd 10 years
- After 30 years the price shall be revised according to the mutual agreement between two parties
- 2-02 Payment of annual rent shall be made in advance in the first month of year of every financial year.
- 2-03 The payment of first annual rental shall be made within 30 days after getting MIC permit.

2-04 The penalty will be applied if LESSEE delays to pay 15 days of the month.

ARTICLE III: PLACE OF BUSINESS AND FACTORY

3-01 The place of business and factory of the LESSEE shall be in Bago, Myanmar. The LESSEE may also have registered offices at such other places as may be determined by the Board of Directors.

ARTICLE IV: EFFECTIVE DATE OF THE LEASE

4-01 The effective date of this Lease Agreement shall be the date on which this Lease Agreement is signed by both the LESSOR and e LESSEE.

ARTICLE V: LESSEE'S OBLIGATIONS

- 5-01 The LESSEE hereby covenants with the LESSOR for the following.
- 5-01(1) to pay the said rent on the days and in the manner hereinbefore appointed for payment thereof and to pay for all the charges to be collected by respective authorities with respect to any services provided,
- 5-01(2) not to sub-lease, assign or transfer the whole or any part of the leasehold interest hereby created, concerning the leased premises or any part thereof, without the consent of the LESSOR and the approval of the Myanmar Investment Commission,
- 5-01(3) to utilize the leased land for the purpose of constructing Garment Manufacturing factory and thereafter to install plant and equipment for processing, preserving, marketing locally or overseas, all kinds of wearing apparels in knits, woven & sweater with printing and embroidery and for no other purposes,
- 5-01(4) to accomplish the first phase of the construction of the factory building of Karisma Apparel (Myanmar) Company Limited within two years from the date of signing this Agreement in accordance with the design concept (Appendix ---),
- 5-01(5) to ensure that all activities and operation on the premises or any part thereof including the factory of Karisma Apparel (Myanmar) Company Limited under lease and other related facilities, are in conformity with the laws, regulations and directives of the Republic of Union of Myanmar,
- 5-01(6) The LESSEE shall be responsible for protection as well as preservation of the environment in and around the work-site, and shall be able to control

pollution of air, water and land and not to cause any environmental degradation. The LESSEE shall also take necessary measures in order to make environmental protection and other treatment procedures to keep the work-site environmentally friendly.

- 5-01(7) to surrender the lease within 3 (three) months of prior notice served to the LESSOR and take away or dispose of all movable properties not affecting the LESSOR's right to claim for the rent up to the date of complete evacuation and damages caused to the land in the event of termination under clause 14-03.

ARTICLE VI: LESSOR'S OBLIGATIONS

- 6-01 The LESSEE paying the rent hereinbefore mentioned and performing and observing the covenants hereinbefore contained, the LESSOR hereby covenants with the LESSEE for the following:
- 6-01(1) The LESSOR shall pay all land revenues imposed on the leased land.
- 6-01(2) The LESSOR is to assist in getting sufficient electricity power supply, with the required International Directly Dial telephones, fax lines and internet lines,
- 6-01(3) The lessor has to assist in getting the requisite licenses and permits from relevant authorities in Myanmar.

ARTICLE VII: LESSOR'S RIGHTS

- 7-01 The LESSOR shall have the right to empower its to the Secretary of the Cabinet or all persons acting under his order to be at liberty at all reasonable times during the term of the lease to enter upon the said leased land or any buildings thereon for any purpose related to the lease.
- 7-02 If the LESSEE in any substantial respect fails to perform or observe the terms and conditions of this Lease and fails to notice in writing from the LESSOR of such default, the LESSOR shall be at liberty to re-enter upon and take possession of the whole complex of the lease land and the lease shall, thereupon, cease and determine, provided that such right of re-entry shall not prejudice any right of action of the LESSOR for recovery of money from the LESSEE by way of rent or compensation for damages.
- 7-03 The LESSEE may peacefully and quietly hold the leased premises during the term of the Lease Agreement without any interruption or disturbance of whatsoever nature by LESSOR or any person lawfully claiming to

represent the LESSOR.

ARTICLE VIII: GOVERNING LAW AND JURISDICTION

8-01 This Lease Agreement shall be read, constructed, interpreted and governed, in all respects, by the laws of the Republic of Union of Myanmar and the parties hereby submit to the jurisdiction of the relevant court of Myanmar and all courts competent to hear appeals therefrom.

ARTICLE IX: WARRANTY AND REPRESENTATION

9-01 Each party represents and warrants to the other that it is a legal person duly authorized under the relevant laws and has the right, power, sound financial standing and authority to enter into this Lease Agreement.

ARTICLE X: CONDITON PRECEDENT

10-01 This Lease Agreement is conditional upon receipt of all necessary and requisite approvals for its performance and implementation of this Lease Agreement from all relevant government authorities in the Republic of Union of Myanmar.

ARTICLE XI: RENEGOTIATION OF AGREEMENT

11-01 In the event that situation or condition arise due to circumstances not envisaged in the Agreement and that it warrants amendments to this Lease Agreement, the parties hereto shall make necessary negotiations with a view to making such amendments.

11-02 Such amendments are subject to the approval of the Myanmar Investment Commission.

ARTICLE XII: LAW OF PERFORMANCE

12-01 Both parties shall carry out their obligations arising out of this Lease Agreement according to the laws, rules, regulations, directives and procedures of the Republic of the Union of Myanmar.

ARTICLE XIII: ARBITRATION

13-01 In the event of any dispute arising, between the parties to this Lease Agreement, which cannot be settled amicably, such dispute shall be settled in the Republic of the Union of Myanmar by way of Arbitration,

through two arbitrators, each one of whom shall be appointed by the LESSOR and the LESSEE respectively. Should the arbitrators fail to reach an agreement, the dispute shall be referred to an umpire nominated by the arbitrators. The decision of the arbitrators or the umpire shall be final and binding upon both parties. The arbitration proceeding shall, in all respects, conform to the Myanmar Arbitration Act, 1944 (Myanmar Act IV, 1944) or any subsisting statutory modifications thereof.

- 13-02 Arbitration fees shall be borne by the losing party.
- 13-03 The venue of arbitration shall be in Yangon, Myanmar.

ARTICLE XIV: TERMINATION

- 14-01 This Lease Agreement may be terminated through the service of 90 (ninety) days' notice by either party hereto, upon occurrence of any of the following events, subject to the approval of the Myanmar Investment Commission.
 - 14-01(a) substantial and continuous losses sustained by the business operation,
 - 14-01(b) breach of any conditions of this Lease Agreement by either party, without rectification within 60 (sixty) days from written notification of the other party, and
 - 14-01(c) Force majeure event persisting for more than six months from the occurrence thereof.
- 14-02 This Lease Agreement may be terminated, before the expiry of the term of the Lease, by mutual consent in writing, after a service of 90 (ninety) days notice of the intention of such termination of the one party to the other.
- 14-03 This Lease Agreement may also be terminated by the LESSEE, in the event that a natural disaster or any destruction or loss caused by force majeure occurs. Notice of intention to terminate shall be given in writing to the Lessor, 90 days in advance. The LESSEE reserves its right under this Lease Agreement to reconstruct the damaged property at its own cost and continue its operations.
- 14-04 Termination shall be effective, only after the approval of Myanmar Investment Commission.

ARTICLE XV: FORCE MAJEURE

- 15-01 If either party is temporarily rendered unable wholly or partly by force

majeure to perform its obligations or accept the performance of the other party under this Lease Agreement, the affected party shall give notice to the other party within 14 (fourteen) days after the occurrence of the cause relied upon, giving full particulars in writing of such force majeure. The duties of such party as affected by some force majeure shall, with the approval of the other party, be suspended the continuance of the disability so caused, but for no longer period than reasonable; and such cause shall, as far as possible, be removed with all reasonable dispatch. Neither party shall be responsible for any delay caused by force majeure.

15-02 The terms, "force majeure" as applied herein shall mean Act of God, restraints of a Government, lockouts, strikes, industrial disturbances, wars, blockades, insurrections, riots, epidemics, civil disturbances, explosions, fires, floods, earthquakes, storms, lightning and other causes similar to the conditions as enumerated herein which are beyond the control of either party and which, by exercise of due care and diligence, either party is unable to overcome.

ARTICLE XVI: ASSIGNMENTS

16-01 The LESSEE has the right to assign, or transfer its interest in the Karisma Apparel (Myanmar) Company Limited to any company or individual, local or foreign, with the consent of and on terms agreed by the LESSOR, subject to the existing laws of the Republic of Union of Myanmar and the approval of Myanmar Investment Commission.

ARTICLE XVII: MINERAL RESOURCES AND TREASURES

17-01 Mineral resources, treasures, gems and other natural resources, discovered unexpectedly from, in or under the lease during the term of this Lease Agreement, shall be the property of the LESSOR and the LESSOR shall be at liberty to excavate the aforesaid at anytime, in accordance with laws, rules and regulations of the Republic of Union of Myanmar.

ARTICLE XVIII: INTEGRAL PART OF THE CONTRACT REGARDING ONE HUNDRED PERCENT FOREIGN INVESTMENT

18-01 This Lease Agreement together with Appendices hereto shall, for all

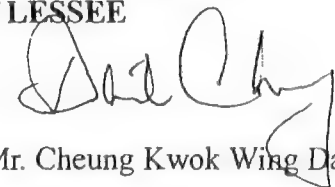
- 21-03 Lessee shall have the right to take re-possession of all movable properties which shall be removed at its own costs and/or disposed of within 3 (three) months, not affecting the Bago Region Government's right to claim for the rent up to the date of complete evacuation and damages caused to the leased land by Lessee.
- 21-04 If Karisma Apparel (Myanmar) Company Limited wishes to manage and operate the Factory Building after termination of this contract, a new contract of management under new terms and conditions may be negotiated and concluded before the expiry of this Contract.

IN WITNESS WHEREOF THE PARTIES hereto have set their respective hands and affixed their seals hereunder on the Day, the Month and the Year first above written.

**For and on behalf
of LESSOR**

U Maung Maung than
The Secretary of Bago Regional Government
Bago Division

**For and on behalf
of LESSEE**


Mr. Cheung Kwok Wing David
The Director of Karisma Apparel
(Myanmar) Company Limited

In the presence of:

(1)

Name : U -----
Designation: -----
Address -----

(2)

Name : Mr. -----
Designation: -----
Address: ----- Co., Ltd

through two arbitrators, each one of whom shall be appointed by the LESSOR and the LESSEE respectively. Should the arbitrators fail to reach an agreement, the dispute shall be referred to an umpire nominated by the arbitrators. The decision of the arbitrators or the umpire shall be final and binding upon both parties. The arbitration proceeding shall, in all respects, conform to the Myanmar Arbitration Act, 1944 (Myanmar Act IV, 1944) or any subsisting statutory modifications thereof.

13-02 Arbitration fees shall be borne by the losing party.

13-03 The venue of arbitration shall be in Yangon, Myanmar.

ARTICLE XIV: TERMINATION

14-01 This Lease Agreement may be terminated through the service of 90 (ninety) days' notice by either party hereto, upon occurrence of any of the following events, subject to the approval of the Myanmar Investment Commission.

14-01(a) substantial and continuous losses sustained by the business operation,

14-01(b) breach of any conditions of this Lease Agreement by either party, without rectification within 60 (sixty) days from written notification of the other party, and

14-01(c) Force majeure event persisting for more than six months from the occurrence thereof.

14-02 This Lease Agreement may be terminated, before the expiry of the term of the Lease, by mutual consent in writing, after a service of 90 (ninety) days notice of the intention of such termination of the one party to the other.

14-03 This Lease Agreement may also be terminated by the LESSEE, in the event that a natural disaster or any destruction or loss caused by force majeure occurs. Notice of intention to terminate shall be given in writing to the Lessor, 90 days in advance. The LESSEE reserves its right under this Lease Agreement to reconstruct the damaged property at its own cost and continue its operations.

14-04 Termination shall be effective, only after the approval of Myanmar Investment Commission.

ARTICLE XV: FORCE MAJEURE

15-01 If either party is temporarily rendered unable wholly or partly by force

majeure to perform its obligations or accept the performance of the other party under this Lease Agreement, the affected party shall give notice to the other party within 14 (fourteen) days after the occurrence of the cause relied upon, giving full particulars in writing of such force majeure. The duties of such party as affected by some force majeure shall, with the approval of the other party, be suspended the continuance of the disability so caused, but for no longer period than reasonable; and such cause shall, as far as possible, be removed with all reasonable dispatch. Neither party shall be responsible for any delay caused by force majeure.

15-02 The terms, "force majeure" as applied herein shall mean Act of God, restraints of a Government, lockouts, strikes, industrial disturbances, wars, blockades, insurrections, riots, epidemics, civil disturbances, explosions, fires, floods, earthquakes, storms, lightning and other causes similar to the conditions as enumerated herein which are beyond the control of either party and which, by exercise of due care and diligence, either party is unable to overcome.

ARTICLE XVI: ASSIGNMENTS

16-01 The LESSEE has the right to assign, or transfer its interest in the Karisma Apparel (Myanmar) Company Limited to any company or individual, local or foreign, with the consent of and on terms agreed by the LESSOR, subject to the existing laws of the Republic of Union of Myanmar and the approval of Myanmar Investment Commission.

ARTICLE XVII: MINERAL RESOURCES AND TREASURES

17-01 Mineral resources, treasures, gems and other natural resources, discovered unexpectedly from, in or under the lease during the term of this Lease Agreement, shall be the property of the LESSOR and the LESSOR shall be at liberty to excavate the aforesaid at anytime, in accordance with laws, rules and regulations of the Republic of Union of Myanmar.

ARTICLE XVIII: INTEGRAL PART OF THE CONTRACT REGARDING ONE HUNDRED PERCENT FOREIGN INVESTMENT

18-01 This Lease Agreement together with Appendices hereto shall, for all

purposes, form an integral part of the Contract Regarding 100% Foreign Investment signed on the same date between the parties for establishing the 100% Foreign Investment Industries Factory.

ARTICLE XIX: NOTICE

19-01 Any notice or other communication required to given or sent hereunder shall be in English Language and be left or sent by prepaid registered post (airmail, if overseas) or telex or facsimile transmission or international courier to the party concerned a its address given underneath, or such other address as the party concerned shall have notified in concurrence with this clause to the other party.

The addresses of parties are as follows:

LESSOR: Name - U Maung Maung Than
The Secretary of Bago Regional Government
Bago, Myanmar.
Tel: +95-52-200789

LESSEE: Name- Mr. Cheung Kwok Wing David
The Director of Karisma Apparel (Myanmar) Company Limited
Tel: +95-9-31568094

ARTICLE XX: LANGUAGE

20-01 This Agreement shall be written in English.

ARTICLE XXI: RETRANSFER OF LEASED PROPERTY

21-01 During the period of 50 (Fifty) years extendable to 10 (ten) years 2 (two) time terms of the leasehold of the leased land, Karisma Apparel (Myanmar) Company Limited shall undertake normal maintenance and due care of the leased land. Karisma Apparel (Myanmar) Company Limited shall with the prior written consent of Bago Regional Government construct additional buildings or extension of buildings at the factory premises after initial foreign investment.

21-02 At the expiry or the Lease period, Lessee shall transfer the leased land to the Lessor within 3 (three) months in good condition, ground damages having been refilled or repaired.

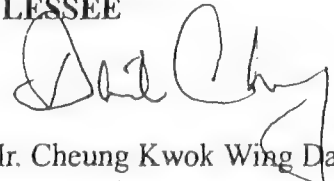
- 21-03 Lessee shall have the right to take re-possession of all movable properties which shall be removed at its own costs and/or disposed of within 3 (three) months, not affecting the Bago Region Government's right to claim for the rent up to the date of complete evacuation and damages caused to the leased land by Lessee.
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IN WITNESS WHEREOF THE PARTIES hereto have set their respective hands and affixed their seals hereunder on the Day, the Month and the Year first above written.

**For and on behalf
of LESSOR**

U Maung Maung than
The Secretary of Bago Regional Government
Bago Division

**For and on behalf
of LESSEE**


Mr. Cheung Kwok Wing David
The Director of Karisma Apparel
(Myanmar) Company Limited

In the presence of:

(1)

Name : U -----
Designation: -----
Address -----

(2)

Name : Mr. -----
Designation: -----
Address: ----- Co., Ltd

Economic Benefits

Gains in Foreign Exchange

At the status of normal production capacity, the proposed investment will generate average CMP income of over 30 million U.S. Dollars per year. This figure is expected to increase as the proposed company began to run production in full gear and utilize more local supplies.

Growth in National Income

The creation of more than five thousand employment opportunities will have a significant contribution to the growth in National Income and the relief of unemployment. Average more than 16.8 million U.S. Dollars per year in wages and benefits will be paid to staffs. The ability of these staff to spend for necessities and others goods will further contribute sales of other industries.

Beside fabric as the main raw materials, the factory will also require many kinds of service and supplies. These include polybags, paper, prints, construction & installation works, transportation, auxiliary service & etc. Over time, the company will encourage domestic supplies and local entrepreneurs to start new production and service to supply to us.

The company will start to pay corporate tax on sixth year and the total accumulated contribution on corporate tax for total 30 years is not less than 50 million U.S. Dollars as estimated.

Employment Opportunities

The proposed factory, when running at capacity, will be employing more than five thousand workers and staffs. The proposed garment factory shall give priority and preference to the citizens of Myanmar in the recruitment of labour, staffs, technicians and professional who are able

to contribute to the well-being of the company in accordance with the rules, regulations and laws of the Republic of the Union of Myanmar.

Besides providing employment to the masses, the proposed company will also continuously train and upgrade the skill of its employees. This ensures the proposed company is always at the forefront of technology and better equip in facing the competition by foreign economies.

Technology Transfer

The proposed plant will use the latest industrial machines with high technology to achieve the highest productivity and the most modern production system to promote the highest efficiency and reduce production loss possible. Comprehensive training will be provided to ensure employees will be well verse in handling the latest technology and equipment available.

Local management will also be implanted with the latest production management techniques and quality control system which is the cornerstone of the group's reputation.

Industrial discipline for a successful enterprise will be installed in all the employees of the proposed company. As these employees move from one company to the others for a variety of reason, such discipline and skill will generate the whole society.

Sustainability Report

Introduction

Following its inception in 1975, Lawsgroup has grown rapidly in size and business diversity. With apparel manufacturing at the core of its business, through the years the Group has taken on some of the biggest apparel labels in the world as its key partners.

Being in the garment business, our management is fully aware of our impact on the environment and society. We believe social and environmental sustainability is an integral part of our success. As a forerunner in our industry, we have proactively incorporated a variety of measures and implemented programs to improve working conditions and reduce harmful effects on the environment. The factories come with wastewater treatment plants to reduce wastes and energy saving programs to minimize power consumption. Such efforts have earned our Lawsgroup facilities ISO14001 certification in environmental management systems. The Group also emphasizes workers benefits. All of Lawsgroup's facilities comply with the SA8000 international standard on health and safety at the workplace and protection on labor rights.

Karisma Apparel (Myanmar) Company Limited is a wholly-owned subsidiary of Lawsgroup. The projected garment plant is situated in Bago Foreign Industrial Zone and occupies 15 acres of industrial land. It is a garment manufacturing factory for all kinds of garment products. The average production volume per month in full operation is about 2 million pieces and approximate 5,000 workers will be employed by the facility. Its code of conduct is strictly consistent with the Group's policies and strategies, especially in aspects of environment protection and social accountability. Karisma takes its corporate social responsibilities into account for the environment and the society when formulating business strategies. Comprehensive management system will be developed to achieve and sustain compliance according to ISO14001 and SA8000 international standards and the Government rules and regulations. Karisma's production operations will be focused on energy saving, wastewater treatment, water conservation, health & safety, respect for human rights as well as giving a comfortable working environment to all employees while maintaining the high productivity.

Objectives

The management and the employees of Karisma Apparel strive to create a working place complying with the international standards of ISO14001 (Environment Management System) and SA8000 (Social Accountability Management System).

Environment Policy

Karisma Apparel (Myanmar) Company Limited commits to be socially accountable by improving environmental performance. The company will drive the awareness of the environment protection in our management and in our employees, and perform the below plans which we believe can contribute to Bago and Myanmar.

1. Wastewater treatment systems

The company will have operative facilities to ensure the discharge of treated wastewater are in full compliance with local legislation.

1.1 Industrial wastewater

Laundrying operations dedicated to washing new garments are not required to make special effects on garment appearance, but rather address garment shrinkage and handfeel issues. Therefore, washing the finished garments with mild detergent and cold water will typically suffice and no harsh chemicals or laundry additives are used.

The facility will process wastewater discharge from the in-house laundry department to the on-site wastewater treatment plant (WWTP) prior to the municipal sewage.

1.2 Domestic wastewater

The domestic wastewater from canteen, sinks and toilets is discharged to septic tank before discharge to the municipal sewage.

The septic tank serves three purposes: sedimentation of solids in the wastewater, storage of solids, and anaerobic breakdown of organic materials.

1.3 Stormwater (Rainwater)

The stormwater on surface is directly discharged to the municipal sewage.

2. Waste management system

The largest component of solid waste generated from the garment factory is scrap fabric. Other solid wastes and recyclables generated in much smaller amounts from garment factory include cardboard and plastic packaging material, and organic and household wastes from the living areas, canteen and restrooms.

The company will establish proper management guidelines and ensure that all local requirements for on-site waste management are met, and; train all employees on the waste management procedures.

3. System for Storage of chemicals

The company is fully aware of proper chemical storage as important to safety as proper chemical handling.

3.1 Follow these measures for safe chemical storage:

A. Read chemical labels and Materials Safety Data Sheets (MSDSs) in local language for specific storage instructions. MSDSs must be obtained from chemical suppliers and retained updated copies for all chemical substances used in the facility.

B. Store chemicals in a designed and well-ventilated area with secondary containers or leaking pool.

C. Maintain an inventory of all chemicals in storage.

D. Chemical containers are checked at receiving to ensure that they meet purchasing specifications and that match MSDS.

E. Reports are kept of all incidents or accidents involving chemicals.

F. The volume of stored chemicals should be less than the volume of secondary leaking containers.

3.2 Requirements of Storage Room

A. Storage rooms should have containment systems to prevent release of liquid chemicals outside the room, and leaks should never drain into the local sewerage system.

B. Rooms should be cool, dry and separated from production departments and canteen.

C. Storage Rooms should be designated "No Smoking".

D. Storage Rooms should have appropriate fire extinguishers located near entries.

- E. Appropriate cleaning and absorbing materials and personal protective equipment should be available in case of spills
- F. Containers should be regularly inspected for leaks, corrosion, bulging, etc.
- G. Chemicals in metal containers should be protected against friction and must never be dragged across a floor or banged against other objects
- H. Obsolete and expired chemicals must be disposed of on a regular basis.
- I. All tanks and containers must be labeled correctly and legibly.
- J. All local laws governing storage and mixing of chemicals must be observed.

3.3 Separating Hazardous Chemicals

In addition to the guidelines above, there are storage requirements for separating hazardous chemicals. Because an alphabetical storage system may place incompatible chemicals next to each other, group chemicals according to their hazard category (i.e., acids, bases, flammables, etc.). Ensure that hazardous chemicals are stored safely.

Social Accountability

1. Health and Safety Plan

The company provides its employees with a safe, healthy and clean workplace in order to avoid preventable work related accidents and injuries.

1.1 The company provides a safe and healthy workplace environment and shall take effective steps to prevent potential accidents and injury to workers' health arising out of, associated with, or occurring in the course of work, by minimising, so far as is reasonably practicable, the causes of hazards inherent in the workplace environment, and bearing in mind the prevailing knowledge of the industry and of any specific hazards.

1.2 A senior management representative to be responsible for ensuring a safe and healthy workplace environment for all employees, and for implementing the Health & Safety elements of the standard.

1.3 The company provides to personnel on a regular basis effective health and safety instructions, including on-site instruction and, where needed, job-specific instructions. Such instructions shall be repeated for new and reassigned employees and in cases where accidents have occurred.

1.4 The company establishes systems to detect, avoid, and correct work-risk to employees. The company shall maintain written records of all accidents that occur in the workplace.

1.5 The company arranges all machinery to be equipped with operational safety device which will be well-maintained, inspected, and serviced on a regular basis.

1.6 The company will provide appropriate personal protective equipment to employees. In the event of a work related injury the company shall provide first aid and assist the worker in obtaining suitable follow-up medical treatment.

2. Benefits and Welfare Plan

The company operate in full compliance with all local laws, rules and regulations governing its operations.

2.1 The company respects the right of personnel to a living wage and ensure that wages paid for a normal work week shall always meet at least legal or industry minimum standards and shall be sufficient to meet the basic needs of personnel.

2.2 The company respects the differences of personal characteristics, religions and identities between employees.

2.3 The company ensures that employees' wages and benefits composition are detailed clearly and regularly in writing for them for each pay period.

2.4 The company ensures that wages and benefits are rendered in full compliance with all applicable laws and that remuneration is rendered in a manner of convenient to workers.

2.5 All overtime is reimbursed at a premium rate as required by Government law.

3. Fire Prevention and Protection Plan

The company is committed to minimizing the threat of fire to employees, visitors, and property by fire, and complies with all applicable laws, regulations, codes, and good practices pertaining to fire prevention.

3.1 This Fire Protection Plan serves to reduce the risk of fires at the factory in the following ways:

A. identifies materials that are potential fire hazards and their proper

handling and storage procedures;

B. distinguishes potential ignition sources and the proper control procedures of those materials;

C. describes fire protection equipment and/or systems used to control fire hazards;

D. identifies persons responsible for maintaining the equipment and systems installed to prevent or control ignition of fires;

E. identifies persons responsible for the control and accumulation of flammable or combustible material;

F. provides regular trainings to new and old employees with regard to fire hazards to which they may be exposed and twice fire drill practices per year.

3.2 Assignment of Responsibility

Fire safety is everyone's responsibility. All employees should know how to prevent and respond to fires, and are responsible for adhering to company policy regarding fire emergencies.

A. Management

Management determines the factory's fire prevention and protection policies. Management will provide adequate controls to provide a safe workplace, and will provide adequate resources and training to its employees to encourage fire prevention and the safest possible response in the event of a fire emergency.

B. Plan Administrator

Administration manager manages the Fire Prevention and Protection Plan for the factory, and maintain all records pertaining to the plan. The Plan Administrator shall also:

1. Develop and administer the fire prevention training program.
2. Ensure that fire control equipment and systems are properly maintained.
3. Control fuel source hazards.
4. Conduct fire risk surveys and make recommendations.

C. Supervisors

Supervisors are responsible for ensuring that employees receive appropriate fire safety training, and for notifying Administration Manager when changes in operation increase the risk of fire. Supervisors are also responsible for enforcing the fire prevention and protection policies.

D. Employees

All employees are to:

1. Complete all required training before working without supervision.
2. Conduct operations safely to limit the risk of fire.
3. Report potential fire hazards to their supervisors.

4. Follow fire emergency procedures.

3.3 Plan Implementation

A. Good Housekeeping

To limit the risk of fires, employees shall take the following precautions:

1. Minimize the storage of combustible materials.
2. Make sure that doors, hallways, stairs, and other exit routes are kept free of obstructions.
3. Dispose of combustible waste in covered, airtight, metal containers and separated stored.
4. Use and store flammable materials in well-ventilated areas away from ignition sources.
5. Use only nonflammable cleaning products.
6. Keep incompatible (i.e., chemically reactive) substances away from each other.
7. Perform "hot work" (i.e., welding or working with an open flame or other ignition sources) in controlled and well-ventilated areas.
8. Keep equipment in good working order (i.e., inspect electrical wiring and appliances regularly and keep motors and machine tools free of dust and grease.
9. Ensure that heating units are safeguarded.
10. Repair and clean up flammable liquid leaks immediately.
11. Keep work areas free of dust, lint, sawdust, scraps, and similar material.
12. Do not rely on extension cords if wiring improvements are needed, and take care not to overload circuits with multiple pieces of equipment.
13. Ensure that required hot work permits are obtained.
14. Turn off electrical equipment when not in use.

B. Maintenance

The machinery and equipment are to be maintained according to manufacturers' specifications. Only properly trained individuals shall perform maintenance work.

3.4 Types of Hazards

The following sections address the major workplace fire hazards at the facilities and the procedures for controlling the hazards.

A. Electrical Fire Hazards

Electrical system failures and the misuse of electrical equipment are leading causes of workplace fires. Fires can result from loose ground connections, wiring with frayed insulation, or overloaded fuses, circuits, motors, or outlets.

To prevent electrical fires, employees are to:

1. Make sure that worn wires are replaced.
2. Use only appropriately rated fuses.
3. Never use extension cords as substitutes for wiring improvements.
4. Use only approved extension cords.
5. Check wiring in hazardous locations where the risk of fire is especially high.
6. Check electrical equipment to ensure that it is either properly grounded or double insulated.
7. Ensure adequate spacing while performing maintenance.

B. Office Fire Hazards

Fire risks are not limited to the production facilities. Fires in offices have become more likely because of the increased use of electrical equipment, such as computers and fax machines. To prevent office fires, employees are to:

1. Avoid overloading circuits with office equipment.
2. Turn off non-essential electrical equipment at the end of each workday.
3. Keep storage areas clear of rubbish.
4. Ensure that extension cords are not placed under inflammable materials.
5. Ensure that trash and paper set aside for recycling is not allowed to

accumulate.

C. Smoking

Smoking is definitely prohibited in all buildings of the facility. Certain outdoor areas may also be designated as no smoking areas. The areas in which smoking is prohibited outdoors are identified by NO SMOKING signs.

3.5 Training

Human Resource Manager presents basic fire prevention & protection training to all employees upon employment, and shall maintain documentation of the training, which includes:

- A. regular fire drill practice;
- B. this Fire Prevention & Protection Plan, including how it can be accessed;
- C. good housekeeping practices;
- D. proper response and notification in the event of a fire;
- E. instruction on the use of portable fire extinguishers; and
- F. *recognition of potential fire hazards.*

Supervisors shall train employees about the fire hazards associated with the specific materials and processes to which they are exposed, and will maintain documentation of the training.

3.6 Plan Review

The General Manager reviews this Fire Prevention & Protection Plan regularly for necessary changes.

Corporate Social Responsibility

Introduction

Karisma Apparel (Myanmar) Company Limited is a garment manufacturer with well-established facilities in Bago Division. The company respects the relationships with the people in the local community where people live, work and do business. The company cannot easily succeed without the support of local community. We deem important that our success can be shared with the local community. We shall implement a corporate social responsibility (CSR) to the local community.

Mission

Our CSR program is voluntary. It goes beyond compliance and engages in actions that can further social good beyond the interests of our company. We are in strong conviction that corporate success and social welfare are interdependent.

Create Shared Value

The company shares success with the community. The company will reserve not more than 2% of net profit to establish program that can "Create Shared Value". A business needs a healthy, educated workforce, sustainable resources and adept government to compete effectively. For society to thrive, profitable and competitive businesses must be developed and supported to create income, wealth, tax revenues, and opportunities for local population.

Scope of community participation

It includes donations and aid given to local and non-local nonprofit organizations and communities, including donations in areas such as the arts, education, health, social welfare, and the environment, among others. But it will exclude political contributions. Also, it will avoid purely philanthropy-based approach as it might not help build on the skills of local populations. Focus will

be on community-based development that can lead to more sustainable development.

Direction

1. Environmental Sustainability
2. Community Involvement

Criteria and Decision-making

Commit to coming up with and improving on companies goals, CSR Committee Members will determine the nature and direction of the firm's social and environmental activities and help others understand how the organization is likely to behave in a particular situation. Criteria for CSR programs:

1. Program in compliance with Company CSR mission
2. Consultation with and approval from all affected stakeholders
3. Program feasibility and practicability
4. Budget as percentage to the entire CSR fund
5. Program priority at any particular moment

LOAN AGREEMENT

This Agreement is dated the day of February 11, 2014.

BETWEEN:

- (1) Karisma Apparel (Myanmar) Company Limited, a company incorporated in Myanmar and having its registered office at 112, 49th Street, Pazundaung Township, Yangon, Myanmar (the "**Borrower**"); and
- (2) Concept 2001 (Sportswear) Company Limited, a company incorporated in Hong Kong and having its registered office at 36th Floor, Laws Commercial Plaza, 788 Cheung Sha Wan Road, Lai Chi Kok, Kowloon, Hong Kong (the "**Lender**"),

(collectively, the "**Parties**" and each, a "**Party**").

RECITALS:

- (A) The Lender holds 99.99% of the share capital of the Borrower, comprising 149,999 issued and fully paid-up shares in the share capital of the Borrower. Karisma Apparel (Myanmar) Company Limited, a private company established in The Republic of the Union of Myanmar, having its registered office at 112, 49th Street, Pazundaung Township, Yangon.
- (B) The Borrower intends to develop a garment manufacturing factory in Bago Region, The Republic of the Union of Myanmar (the "**Project**").
- (C) At the request of the Borrower, the Lender has agreed to extend a shareholders' loan facility of up to US\$14,000,000.00 (United States Dollars fourteen million) to the Borrower upon the terms and conditions set out herein.

IT IS HEREBY AGREED as follows:

1. INTERPRETATION

- 1.1 In this Agreement (including the Recitals), unless the context otherwise requires, the following words and expressions have the meaning set out below.

"**Advance**" means an advance made or to be made under the Facility or the principal amount outstanding for the time being of that advance;

"**Advance Date**" means in relation to an Advance, the date on which the Advance is made;

"**Business Day**" means a day (other than Saturday, Sunday or gazetted public holidays) on which commercial banks in Hong Kong and Myanmar are open for business;

"**Effective Date**" means April 1, 2014;

"**Event of Default**" means any of the events set out in Clause 11.1;

"**Facility**" means the facility the terms and conditions of which are set out in this Agreement;

"Facility Amount" means US\$14,000,000.00 (United States Dollars Fourteen Million);

"Loan" means the aggregate principal amount of Advance(s) for the time being outstanding under this Agreement;

"Maturity Date" means the date falling 20 (Twenty) years from the Effective Date, or such other date as may be mutually agreed between the Lender and the Borrower; and

"US\$" and "United States Dollar" means the legal currency for the time being of the United States of America.

1.2 In this Agreement, a reference to:

- (a) a statutory provision shall include that provision and any regulations made in pursuance thereof as from time to time modified or re-enacted, whether before or after the date of this Agreement;
- (b) **"this Agreement"** includes all amendments, additions, and variations thereto agreed in writing between the Parties;
- (c) **"person"** shall include an individual, corporation, company, partnership, firm, trustee, trust, executor, administrator or other legal personal representative, unincorporated association, joint venture, syndicate or other business enterprise, any governmental, administrative or regulatory authority or agency (notwithstanding that **"person"** may be sometimes used herein in conjunction with some of such words), and their respective successors, legal personal representatives and assigns, as the case may be, and pronouns shall have a similarly extended meaning; and
- (d) **"written"** and **"in writing"** include any means of visible reproduction. References to "Clauses" and "Schedule" are to be construed as references to the clauses and Schedule to this Agreement.

1.3 Unless the context otherwise requires, words importing the singular shall include the plural and *vice versa* and words importing a specific gender shall include the other genders (male, female or neuter).

1.4 The headings in this Agreement are inserted for convenience only and shall not affect the construction of this Agreement.

1.5 Anything or obligation to be done under this Agreement which is required or falls to be done on a stipulated day, shall be done on the next succeeding Business Day, if the day upon which that thing or obligation is required or falls to be done falls on a day which is not a Business Day.

2. THE FACILITY AND DRAWDOWN

2.1 Subject to the terms and conditions of this Agreement, the Lender agrees to make available to the Borrower a loan facility of up to the Facility Amount. The Facility shall be valid up to the Maturity Date.

2.2 Subject to the terms and conditions of this Agreement, the Borrower may from time to time draw Advances provided that:

- (a) the Lender shall have received notice in writing from the Borrower of each proposed

Advance Date not less than five Business Days before the proposed Advance Date of such Advance;

- (b) each proposed Advance Date shall be a Business Day prior to the Maturity Date; and
- (c) the aggregate of all Advances together with the proposed Advance shall not exceed the Facility Amount.

2.3 Each Advance shall be credited to such bank account of the Borrower as it shall specify to the Lender for this purpose in the relevant notice in writing in accordance with Clause 2.2(a).

2.4 Without prejudice to any other rights of the Lender, the Lender reserves the right to terminate the Facility at any time by notice in writing to the Borrower and upon the termination of the Facility, the Loan, interest accrued but unpaid on the Loan (if any) and all other sums payable under or in connection with this Agreement shall be paid by the Borrower to the Lender.

3. PURPOSE

The proceeds of the Facility shall be utilised by the Borrower towards payment of the costs of construction and any items pertinent to the setting up and running of the Project. Without prejudice to the aforementioned obligation of the Borrower, the Lender shall not be obliged to concern itself with the application of the proceeds drawn by the Borrower under the Facility.

4. DURATION OF AGREEMENT

4.1 This Agreement shall be effective from the Effective Date and shall continue in effect until all amounts payable by the Borrower to Lender are repaid by the Borrower to the Lender in accordance with the provisions of this Agreement.

4.2 The Parties hereby agree that the Prior Advance shall be treated and deemed as an Advance already made under this Agreement and deemed as part of the Facility granted under this Agreement, and with immediate effect, be subject to the terms and conditions herein.

5. INTEREST

5.1 3% interest per annum is payable on the Loan.

5.2 Notwithstanding Clause 5.1 above, the Lender reserves the right to charge interest on the Loan upon notifying the Borrower in writing as to the rate of interest and the date on which interest on the Loan shall begin to accrue.

6. REPAYMENT

6.1 The Loan shall be repaid by the Borrower in accordance with the repayment schedule set out in the Schedule to this Agreement, subject always to the availability of funds of the Borrower. If in any one year as set out in column (A) of the Schedule, the Borrower has insufficient funds to make repayment of the amount due for that year as set out in column (B) of the Schedule, any outstanding amount shall be carried over and added to the amount due in the next year, provided that the Loan, all accrued and unpaid interest on the Loan (if any) and all other sums payable under or in connection with this

Agreement shall be due and payable on the Maturity Date.

- 6.2 Notwithstanding the above, the Lender reserves the right in its absolute discretion and upon written demand to the Borrower to declare the Loan (or any part of it), all accrued and unpaid interest on the Loan (if any) and all other sums payable under or in connection with this Agreement shall be due and payable immediately, and the Borrower shall forthwith upon such demand make the repayment.

7. PREPAYMENT

- 7.1 The Borrower may at any time by giving to the Lender not less than five Business Days' notice in writing, prepay the Loan in whole or in part.
- 7.2 No amount prepaid in accordance with this Clause 7 shall be capable of being redrawn.
- 7.3 Except as expressly provided herein, the Borrower may not prepay the Loan in whole or in part.

8. CAPITALISATION OF LOAN

The Lender reserves the right to capitalise all or any part of the Loan on such terms as may be determined by the Lender in its absolute discretion, for shares in the share capital of the Borrower by giving notice in writing to the Borrower. The abovementioned right of the Lender shall be subject always to the prevailing legislation and the approval of the relevant authorities.

9. TAXES

- 9.1 All payments due from the Borrower to Lender under this Agreement shall be made without any deduction or withholding (whether in respect of set-off, counterclaim, duties, taxes, charges, levies or otherwise howsoever) unless the Borrower shall be prohibited by law from so doing, in which event the Borrower shall:
- (a) pay to the Lender such additional amounts as will ensure that the net amount received by the Lender will be equal to the amount the Lender would have received had no such deduction or withholding been made;
 - (b) pay to the relevant taxation or other authorities within the period for payment permitted by the applicable law the full amount of the requisite deduction or withholding (including the full amount of any deduction or withholding from any additional amount payable pursuant to Clause 9.1(a)); and
 - (c) furnish to the Lender promptly after receipt, and in any event within 14 days of making such deduction or withholding on behalf of the Lender, an official receipt of the applicable taxation or other authorities involved for all amounts deducted or withheld.
- 9.2 The Borrower agrees to pay all taxes in connection with this Agreement, including stamp duty (if any), registration tax (if any) and withholding tax (if any) and shall indemnify the Lender against any liability, cost, claim or expense resulting from any failure to pay or delay in paying such taxes.

10. REPRESENTATIONS AND WARRANTIES

10.1 The Borrower represents and warrants that:

- (a) it is a limited liability company duly incorporated under the laws of Myanmar;
- (b) it has the power and authority to execute, deliver and perform its obligations under this Agreement and that this Agreement constitutes its valid and legally binding obligations enforceable in accordance with the terms thereof;
- (c) the execution, delivery and performance of this Agreement does not contravene any law, regulation, directive, judgement or order to which it is subject; and
- (d) it has not pledged, encumbered or dealt with the Project in a manner what would affect the Borrower's ability to perform its obligations under this Agreement.

10.2 Each of the above representations and warranties are deemed to be made by the Borrower by reference to the facts and circumstances then existing at all times during the continuance of this Agreement.

11. EVENTS OF DEFAULT

11.1 Notwithstanding anything to the contrary in this Agreement, each of the following shall be an Event of Default:

- (a) if the Borrower shall be in breach of any term or condition herein and either such breach is in the opinion of the Lender not capable of remedy or such breach is in the opinion of the Lender capable of remedy and is not remedied within 21 Business Days after the date of notice by the Lender requiring such remedy;
- (b) any representation or warranty made or deemed to be made or repeated by the Borrower in or pursuant to this Agreement is or proves to have been untrue or incorrect in any material respect when made or deemed to be repeated with reference to the facts and circumstances existing at such time;
- (c) if the Borrower shall cease or threaten to cease to carry on its business;
- (d) if there is a substantial change in the beneficial ownership of the Borrower;
- (e) if an attachment or other execution is levied or sued out upon or against any part of the property of the Borrower, or a distress is levied upon or against any part of the property of the Borrower;
- (f) if legal proceedings, suit or action of any kind whatsoever (whether criminal or civil) be instituted against the Borrower which in the opinion of the Lender would materially affect the ability of the Borrower to perform its obligations under this Agreement;
- (g) if the Borrower becomes insolvent, is unable to pay its debts as they fall due, stops, suspends or threatens to stop or suspend of all or a material part of its debts, begins negotiations or takes any proceedings or other step with a view to readjustment, rescheduling or deferral of all of its indebtedness (or any part of its indebtedness which it will or might otherwise be unable to pay when due) or proposes or makes a general assignment or an arrangement or composition with or for the benefit of its creditors or a moratorium is agreed or declared in respect of or affecting all or a material part of its indebtedness;

- (h) if any step is taken by any person for the dissolution, winding-up, administration or re-organisation of the Borrower;
- (i) if a receiver or a receiver and manager or judicial manager shall be appointed in respect of a substantial part of the Borrower's undertaking or property;
- (j) if any agency of any state seizes, compulsorily acquires, expropriates or nationalises all or a material part of the assets or properties of the Borrower;
- (k) if there is a change in any relevant law which would render the Loan or the Borrower's performance of any of its obligations under this Agreement illegal or unlawful;
- (l) if there shall occur an adverse change in the business, assets or financial position of the Borrower which in the opinion of the Lender affects the ability of the Borrower to perform its obligations under this Agreement;
- (m) if there shall occur any civil unrest, riots, acts of public enemy, wars, labour disputes, strikes, lockouts, fires, earthquakes, floods or similar events which in the opinion of the Lender affects the ability of the Borrower to perform its obligations under this Agreement or jeopardizes the success of the Project;
- (n) if there shall occur any other event or series of events or any circumstances whether related or not occurs or arises which, in the opinion of the Lender, would be likely to have a material adverse effect on the Borrower or its ability to perform or comply with any of its obligations under this Agreement; or
- (o) any event occurs which under the laws of an applicable jurisdiction has an analogous or equivalent effect to any of the events referred to in this Clause 11.

11.2 At any time after the occurrence and declaration by the Lender of an Event of Default, the Lender's obligations shall terminate, whereupon the Loan shall become immediately due and payable and the Borrower shall forthwith repay the Loan together with all accrued and unpaid interest (if any) and all other sums payable under this Agreement.

12. COSTS AND EXPENSES

The Borrower shall reimburse the Lender for all costs and expenses together with any tax thereon incurred by it in connection with the negotiation, preparation and execution of this Agreement and the preservation and/or enforcement of any of the rights of the Lender under this Agreement.

13. ILLEGALITY

The illegality, invalidity or unenforceability of any provision of this Agreement under the law of any jurisdiction shall not affect its legality, validity or enforceability under the law of any other jurisdiction nor the legality, validity or enforceability of any other provision.

14. ASSIGNMENT

The Lender shall be entitled to assign the benefit of this Agreement and any cause of action in connection therewith and all or part of its rights or transfer all or part of its obligations under this Agreement to any party. Any such assignee or transferee shall be entitled to the full benefit of this Agreement to the same extent as if it were an original party in respect of the rights or obligations assigned or transferred to it. Any reference in this Agreement to the Lender shall be construed accordingly.

15. VARIATIONS

- 15.1 No variation of this Agreement (or of any of the documents referred to in this Agreement) shall be valid unless it is in writing and signed by or on behalf of each Party. The expression "**variation**" shall include any amendment, supplement, deletion or replacement however effected.
- 15.2 Unless expressly agreed, no variation shall constitute a general waiver of any provisions of this Agreement, nor shall it affect any rights, obligations or liabilities under or pursuant to this Agreement which have already accrued up to the date of variation, and the rights and obligations of the Parties under or pursuant to this Agreement shall remain in full force and effect, except and only to the extent that they are so varied.

16. REMEDIES AND WAIVERS

No failure on the part of any Party to exercise, and no delay on its part in exercising, any right, power or remedy under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The rights provided in this Agreement are cumulative and not exclusive of any rights, powers or remedies provided by law. Any waiver of any provision hereunder shall not be deemed to apply to any subsequent breach of the said provision or any breach of any other provision of this Agreement.

17. COUNTERPARTS

This Agreement may be signed in any number of counterparts, all of which taken together shall constitute one and the same instrument. Any Party may enter into this Agreement by signing any such counterpart and each counterpart shall be as valid and effectual as if executed as an original.

18. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in all respects in accordance with the laws of the laws of Hong Kong and the Parties submit to the non-exclusive jurisdiction of the courts of Hong Kong.

19. ENTIRE AGREEMENT

This Agreement embodies all the terms and conditions agreed between the Parties as to the subject matter of this Agreement and supersedes and cancels in all respects all other previous correspondence and any other previous agreements and undertakings (if any) between them with respect to the subject matter hereof, whether such be written or oral.

20. **COMMUNICATIONS**

Each communication to be made under this Agreement shall be made in writing but, unless otherwise stated, may be made by facsimile, letter or email. Any communication or document to be made or delivered by a Party to the other pursuant to this Agreement shall (unless the other Party has by seven days' written notice specified another address) be made or delivered to that other person at the address first above written and shall be deemed to have been made or delivered on the date of dispatch (if sent within normal business hours) or the next Business Day (if sent after normal business hours) (in the case of any communication made by facsimile or email) or (in the case of any communication made by letter) when left at that address or (as the case may be) two days after being deposited in the post postage prepaid in an envelope addressed to it at that address.

SCHEDULE

REPAYMENT SCHEDULE

(A) <u>Year of</u> <u>Repayment</u>	(B) <u>Amount to be Repaid (US\$ million)</u>
2022	1.0
2023	3.0
2024	3.0
2025	3.0
2026	3.0
2027	1.0

IN WITNESS WHEREOF the Parties have hereunto set their hands.

The Borrower

SIGNED by)
)
for and on behalf of)
Karisma Apparel (Myanmar) Company)
Limited
In the presence of:)

Name: Mr. Cheung Kwok Wing David
Designation: Director of Karisma Apparel
(Myanmar Company Limited)

The Lender

SIGNED by)
)
for and on behalf of)
Concept 2001 (Sportswear) Company)
Limited
In the presence of:)

Name: Mr. Pau Chung Keung
Designation: Director of Concept 2001 (Sportswear)
Company Limited.

KARISMA APPAREL (MYANMAR) COMPANY LIMITED

No.112 (First Floor), 49th Street, Pazundaung Township, Yangon, Myanmar
Phone : 297120 , 299782

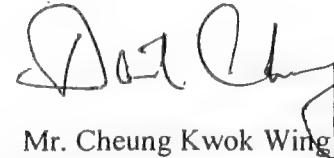
The Chairman
Myanmar Investment Commission
Republic of the Union of Myanmar

Dear Sir,

Subject : Undertaking to withhold and pay individual income tax

We, Karisma Apparel (Myanmar) Company Limited hereby undertake that we will deduct and pay the individual personal income tax to Myanmar Internal Revenue Department.

Yours truly,



Mr. Cheung Kwok Wing David
Director

Karisma Apparel (Myanmar) Co., Ltd

KARISMA APPAREL (MYANMAR) COMPANY LIMITED

No.112 (First Floor), 49th Street, Pazundaung Township, Yangon, Myanmar
Phone : 297120 , 299782

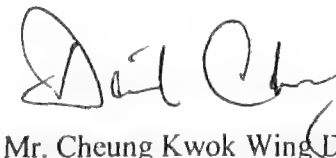
The Chairman
Myanmar Investment Commission
Republic of the Union of Myanmar

Dear Sir,

Subject : Undertaking not to engage in Service and Construction activities in Myanmar

We, Karisma Apparel (Myanmar) Company Limited hereby undertake that we have been carrying out manufacturing activities only and hereby undertake that we have no engaged in Service and Construction activities in Myanmar.

Yours truly,



Mr. Cheung Kwok Wing David
Director

Karisma Apparel (Myanmar) Co., Ltd

KARISMA APPAREL (MYANMAR) COMPANY LIMITED

No.112 (First Floor), 49th Street, Pazundaung Township, Yangon, Myanmar
Phone : 297120 , 299782

To,

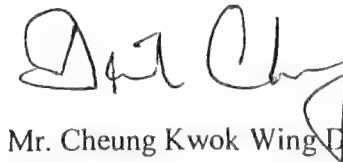
The Chairman
Myanmar Investment Commission
Office No. (32), Nay Pyi Taw
The Republic of the Union of Myanmar

Dated : May, 2014

Subject : Undertaking concern with Operation Period

This letter is to inform you that in accordance with the Myanmar Foreign Investment Law (2012), We, **Karisma Apparel (Myanmar) Co., Ltd** will perform manufacturing of Garment with CMP basis for 50 years with extension 2 terms of 10 years each after the date of MIC permit.

Yours truly,



Mr. Cheung Kwok Wing David
Director

Karisma Apparel (Myanmar) Co., Ltd



OUR REF: GWISCIBLP2014160-00001B

The Chairman,
Myanmar Investment Commission,
The Republic of the Union of Myanmar

9 June 2014

Dear Sirs

RE: CONCEPT 2001 (SPORTSWEAR) COMPANY LIMITED

We understand from the above-named customer that the company is applying to you for Myanmar Investment Commission Permit.

In this connection, we have pleasure in confirming that:

1) Concept 2001 (Sportswear) Company Limited has maintained satisfactory HK Dollar Current and CombiNations Statement Savings Accounts in our books since 19 December 2007 with balances averaging high six figures Hong Kong dollar equivalent.

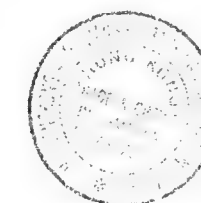
2) Based on information given,

Paid-Up Capital: HK\$100.-

Any advice or assistance you could afford our customer is greatly appreciated.

This information is given in strict confidence and without any responsibility, howsoever arising, on the part of the Bank or its officers.

Yours faithfully



Xu Fei Ming Fredy

Trade & Credit Information

The Hongkong and Shanghai Banking Corporation Limited
Account Services Network Services Centre
1/F, Tower 2, HSBC Centre, 1 Sham Mong Road, Kowloon, Hong Kong
Tel: (852) 2822 1111 Fax: (852) 3418 4604
Telex: 73205 HSBC HX Telegrams: Hongbank Hongkong
Web: www.hsbc.com.hk



OUR REF: GWISCIBLP2014160-00001B

The Chairman,
Myanmar Investment Commission
The Republic of the Union of Myanmar

9 June 2014

Dear Sirs

RE: LAWS GARMENTS LIMITED

We understand from the above-named customer that the company is applying to you for Myanmar Investment Commission Permit.

In this connection, we have pleasure in confirming that:

1) Laws Garments Limited has banked with us since June 1986. The company has maintained satisfactory HK Dollar Current and CombiNations Statement Savings Accounts in our books with balances averaging low six figures Hong Kong dollar equivalent.

2) Based on information given,

Paid-Up Capital: HK\$100,000.-

Any advice or assistance you could afford our customer is greatly appreciated.

This information is given in strict confidence and without any responsibility, howsoever arising, on the part of the Bank or its officers.

Yours faithfully



Xu Fei Ming Fredy

Trade & Credit Information

The Hongkong and Shanghai Banking Corporation Limited
Account Services Network Services Centre
1/F, Tower 2, HSBC Centre, 1 Sham Mong Road, Kowloon, Hong Kong
Tel: (852) 2822 1111 Fax: (852) 3418 4604
Telex: 73205 HSBC HX Telegrams: Hongbank Hongkong
Web: www.hsbc.com.hk

Statement of Account 戶口結單

Statement date 結單日期	Page 頁
1 March 2014	1 of 1
Account number 戶口號碼	
808-377022-001	

CONCEPT 2001 (SPORTSWEAR) COMPANY
LIMITED
RM 2501-03 LAWS COMM'L PLAZA
788 CHEUNG SHA WAN RD
KOWLOON

ACCOUNT ACTIVITIES 閣下戶口之進支紀錄

HKD Current Account 港元往來戶口

Date 日期	Details 賬項	Deposit 存入 HKD	Withdrawal 提取 HKD	Balance in HKD 港幣結餘 (OD = Overdraft 透支)
30-Jan	2014 B/F BALANCE			68,550.17
4-Feb	CHEQUE 259348 支票支出		19,750.00	48,800.17
10-Feb	CHEQUE 259347 支票支出		14,245.00	34,555.17
20-Feb	CHEQUE 259349 支票支出		7,000.00	27,555.17
24-Feb	HK1240240S4SF4QO 銀行手續費 CHARGES		370.00	27,185.17

	Number of transactions 交易次數	Amount 金額
Deposits 存入	0	HKD 0.00
Withdrawals 支出	4	HKD 41,365.00
As of 截至 01 Mar 2014		Balance 結餘 HKD 27,185.17

HKD BEST LENDING RATE 最優惠利率:

1 Feb 08	5.7500%	20 Mar 08	5.2500%	10 Nov 08	5.0000%	(CURRENT 現行利率)
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Thank you for choosing HSBC. 多謝選用滙豐服務。

If you have any queries, please call (852) 2233 3322 for HSBC Premier customers, (852) 2748 8333 for HSBC Advance customers, (852) 2233 3000 for Other Personal Banking customers or (852) 2748 8288 for Commercial customers.
如有任何查詢，滙豐卓越理財客戶，請致電 (852) 2233 3322；滙豐運籌理財客戶，請致電 (852) 2748 8333；其他個人理財客戶，請致電 (852) 2233 3000；工商金融客戶，請致電 (852) 2748 8288。

05 CIFSTM0061

Change of correspondence address / telephone number instruction 更改通訊地址 / 電話號碼指示

With effect from
請由

please change my/our records as follows:
起，將本人(我們)在貴行的紀錄更改如下：

Date
日期：

☐ New correspondence address (Address type 地址種類:

☐ Residence 住宅

☐ Office 辦事處

☐ Other 其他)

新通訊地址:

☐ New telephone number
新電話號碼

Residence 住宅: (1)

Office 辦事處: (1)

Mobile phone/pager 手提電話 / 傳呼機: (1)

(2)

(2)

(2)

Please update the above change(s) to the records of the following account(s)/services in Hong Kong 請更新下列本港戶口/服務紀錄：

☐ All personal sole/joint accounts maintained in your Bank with identification document number(s) stated below
所有在貴行採用下列身分證明文件號碼所開立的單獨/聯名個人戶口:

☐ Account(s) shown overleaf and my/our other account(s) with number(s):
背頁所示的戶口及本人(我們)其他右列戶口號碼:

Signature(s) 簽署
Please use signature(s) filed with the Bank. If different signature(s) is/are used for the above accounts, please specify any one account number to which the signature(s) apply. Account number:

Identification document number(s) 身分證明文件號碼

請用供本行存檔的簽署式樣。如上述戶口採用不同簽署，請註明簽署所屬的其中一個戶口號碼為：

Please detach the completed instruction form and return by mail to GPO Box 64, Hong Kong. 請將已填妥的指示表格斷下，寄回香港郵政總局信箱64號。

NOTE 注意：

- To facilitate the Bank in updating your new address/telephone number to all your personal accounts, please specify all the identification document numbers which have been used to open the accounts. Otherwise the Bank will only update the information of those accounts opened with the specified identification document numbers.
為方便本行修改所有您個人戶口的地址 / 電話號碼，請詳述所有曾經用以開立戶口的身分證明文件號碼，否則本行只會修改上述身分證明文件號碼所開立的戶口紀錄。
- If the change(s) detailed above involve any joint account(s) which require joint signatures, all concerned parties must sign. 上述的更改如涉及任何聯名戶口而須聯名簽署者，有關人士均須簽署。
- If you have two telephone numbers please write down both telephone numbers in case of any changes. 您若擁有兩個電話號碼而其一已更改，請將兩個電話號碼全部填寫。
- In compliance with securities dealing restrictions in the United States of America (USA) and Canada (CN), please note that customers changing any of their addresses on our record to USA or CN will not be able to continue to enjoy our securities and unit trust trading services. 基於美國及加拿大有關證券交易的管制，客戶若將其在本行紀錄的任何地址更改為美國或加拿大地址，均不可繼續享用本行所提供的任何證券或單位信託基金投資服務。
- If you are holding with the Bank an overseas securities account and/or have holdings in treasuries, bonds, bank deposits (including CDs), securities or any other investment products issued by a United States issuer, you are required to separately submit to the Bank a new form W-8BEN (Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding) or such other form as required by the Bank from time to time incorporating your new address and other updated information. 如您持有本行的海外證券戶口及／或美國國庫債券及／或任何美國發行者發出的債券、銀行存款(包括存款證)、證券或其他投資工具，您需要同時提交一份更新后的W-8BEN表格(美國預扣稅實益擁有外人身分證明書)或按本行不時要求提交的其他表格，在表格上註入新地址及其他更新資料。

Information about statement

Abbreviations:

AUD	- Australian dollar	CAD	- Canadian dollar
CHF	- Swiss franc	CNY	- Renminbi
EUR	- Euro	GBP	- Pound sterling
HKD	- Hong Kong dollar	JPY	- Japanese yen
MYR	- Malaysian ringgit	PHP	- Philippine peso
THB	- Thai baht	NZD	- New Zealand dollar
SGD	- Singapore dollar	USD	- US dollar

結單資料

簡稱:

AUD	- 澳洲元	CAD	- 加拿大元
CHF	- 瑞士法郎	CNY	- 人民幣
EUR	- 歐元	GBP	- 英鎊
HKD	- 港元	JPY	- 日圓
MYR	- 馬來西亞元	PHP	- 菲律賓披索
THB	- 泰國銖	NZD	- 新西蘭元
SGD	- 新加坡元	USD	- 美元

Important note:

- Any errors or discrepancies on the statement should be reported to the Bank within 90 days of the date of statement. For details, please refer to our General Terms and Conditions which may vary from time to time.
- All cheques and other monetary instruments accepted for deposit into an account are credited subject to final payment and proceeds will not be available until they have been cleared. The Bank reserves the right to charge the account with items which are subsequently returned unpaid.
- In the event that the account is overdrawn, charges in the form of interest will be debited from the account on 28th of every month. Should the debit date fall on a bank holiday, such charges will be levied on the working day before the holiday.
- Information included is for reference only. In particular, transactions performed or instructions received on or about the statement date may not have been taken into account.
- The financial information shown on the front is for the period from the previous statement date up to the date of this statement.
- Please address correspondence to GPO Box 64, Hong Kong.

重要事項：

- 如戶口結單上有任何錯漏或差異，客戶必須於該結單日期起計90天內通知本行。有關詳情，請不時參閱本行的一般條款及細則。
- 凡存入支票或其他票據，雖已入賬，仍須待收妥後方能作實；若未完成過戶程序，客戶不能取用有關款項。如遇退票，本行保留在戶口內照數扣除的權利。
- 如戶口出現透支情況，本行將於每月的28號從戶口扣除款項作為利息支出。如利息支付日為銀行假期，本行將會在銀行假期前一個工作天扣除有關費用。
- 所載資料僅供參考，於結單日或該日前後進行的交易或接獲的指示可能並未包括在內。
- 結單正面所示的各項財務資料為上個結單日至本結單日期間的資料。
- 信件請寄香港郵政總局信箱64號。

Statement of Account 戶口結單

Statement date 結單日期 1 April 2014	Page 頁 1 of 1
Account number 戶口號碼 808-362214-001	

LAWS GARMENTS LIMITED
RM 2501-03 LAWS COMM'L PLAZA
788 CHEUNG SHA WAN ROAD
KOWLOON

ACCOUNT ACTIVITIES 閣下戶口之進支紀錄

HKD Current Account 港元往來戶口

Date 日期	Details 賬項	Deposit 存入 HKD	Withdrawal 提取 HKD	Balance in HKD 港幣結餘 (OD = Overdraft 透支)
1-Mar	2014 B/F BALANCE			33,385.33
19-Mar	CHEQUE 132598 支票支出		5,500.00	27,885.33

Number of transactions 交易次數		Amount 金額	
Deposits 存入	0	HKD	0.00
Withdrawals 支出	1	HKD	5,500.00
As of 截至 01 Apr 2014		Balance 結餘 HKD	27,885.33

HKD BEST LENDING RATE 最優惠利率:

1 Feb 08	5.7500%	20 Mar 08	5.2500%	10 Nov 08	5.0000%	(CURRENT 現行利率)
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Thank you for choosing HSBC. 多謝選用滙豐服務。

If you have any queries, please call (852) 2233 3322 for HSBC Premier customers, (852) 2748 8333 for HSBC Advance customers, (852) 2233 3000 for Other Personal Banking customers or (852) 2748 8288 for Commercial customers.
如有任何查詢，滙豐卓越理財客戶，請致電 (852) 2233 3322；滙豐運籌理財客戶，請致電 (852) 2748 8333；其他個人理財客戶，請致電 (852) 2233 3000；工商金融客戶，請致電 (852) 2748 8288。

05 CIFSTM0061

Change of correspondence address / telephone number instruction 更改通訊地址 / 電話號碼指示

With effect from
請由

please change my/our records as follows:
起，將本人(我們)在貴行的紀錄更改如下：

Date
日期：

☐ New correspondence address (Address type 地址種類: 新通訊地址: _____)

☐ Residence 住宅 _____

☐ Office 辦事處 _____

☐ Other 其他) _____

☐ New telephone number
新電話號碼

Residence (住宅: (1) _____ (2) _____

Office 辦事處: (1) _____ (2) _____

Mobile phone/pager 手提電話 / 傳呼機: (1) _____ (2) _____

Please update the above change(s) to the records of the following account(s)/services in Hong Kong 請更新下列本港戶口/服務紀錄：

☐ All personal sole/joint accounts maintained in your Bank with identification document number(s) stated below.
所有在貴行採用下列身分證明文件號碼所開立的單獨/聯名個人戶口: _____

☐ Account(s) shown overleaf and my/our other account(s) with number(s):
背頁所示的戶口及本人(我們)其他右列戶口號碼: _____

Signature(s) 簽署
Please use signature(s) filed with the Bank. If different signature(s) is/are used for the above accounts, please specify any one account number to which the signature(s) apply. Account number: _____

Identification document number(s) 身分證明文件號碼

請用供本行存檔的簽署式樣，如上述戶口採用不同簽署，請註明簽署所屬的其中一個戶口號碼為：_____

Please detach the completed instruction form and return by mail to GPO Box 64, Hong Kong. 請將已填妥的指示表格撕下，寄回香港郵政總局信箱64號。

NOTE 注意：

1. To facilitate the Bank in updating your new address/telephone number to all your personal accounts, please specify all the identification document numbers which have been used to open the accounts. Otherwise the Bank will only update the information of those accounts opened with the specified identification document numbers.
為方便本行修改所有您個人戶口的地址 / 電話號碼，請註明所有曾經用以開立戶口的身分證明文件號碼，否則本行只會修改上述身分證明文件號碼所開立的戶口紀錄。

2. If the change(s) detailed above involve any joint account(s) which require joint signatures, all concerned parties must sign. 上述的更改如涉及任何聯名戶口而須聯名簽署者，有關人士均須簽署。

3. If you have two telephone numbers please write down both telephone numbers in case of any changes. 您若擁有兩個電話號碼而其一已更改，請將兩個電話號碼全部填寫。

4. In compliance with securities dealing restrictions in the United States of America (USA) and Canada (CN), please note that customers changing any of their addresses on our record to USA or CN will not be able to continue to enjoy our securities and unit trust trading services. 基於美國及加拿大有關證券交易的管制，客戶若將其在本行紀錄的任何地址更改為美國或加拿大地址，均不可繼續享用本行所提供的任何證券或單位信託基金投資服務。

5. If you are holding with the Bank an overseas securities account and/or have holdings in treasuries, bonds, bank deposits (including CDs), securities or any other investment products issued by a United States issuer, you are required to separately submit to the Bank a new form W-BBEN (Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding) or such other form as required by the Bank from time to time incorporating your new address and other updated information. 如您持有本行的海外證券戶口及／或美國國庫債券及／或任何美國發行者發出的債券、銀行存款(包括存款證)、證券或其他投資工具，您需要同時遞交一份更新新的W-BBEN表格(美國預扣稅實益擁有人外國身分證明書)或按本行不時要求遞交的其他表格，在表格上輸入新地址及其他更新資料。

Information about statement

Abbreviations:

AUD	- Australian dollar	CAD	- Canadian dollar
CHF	- Swiss franc	CNY	- Renminbi
EUR	- Euro	GBP	- Pound sterling
HKD	- Hong Kong dollar	JPY	- Japanese yen
MYR	- Malaysian ringgit	PHP	- Philippine peso
THB	- Thai baht	NZD	- New Zealand dollar
SGD	- Singapore dollar	USD	- US dollar

結單資料

簡稱:

AUD	- 澳洲元	CAD	- 加拿大元
CHF	- 瑞士法郎	CNY	- 人民幣
EUR	- 歐元	GBP	- 英鎊
HKD	- 港元	JPY	- 日圓
MYR	- 馬來西亞元	PHP	- 菲律賓披索
THB	- 泰國銖	NZD	- 新西蘭元
SGD	- 新加坡元	USD	- 美元

Important note:

1. Any errors or discrepancies on the statement should be reported to the Bank within 90 days of the date of statement. For details, please refer to our General Terms and Conditions which may vary from time to time.

2. All cheques and other monetary instruments accepted for deposit into an account are credited subject to final payment and proceeds will not be available until they have been cleared. The Bank reserves the right to charge the account with items which are subsequently returned unpaid.

3. In the event that the account is overdrawn, charges in the form of interest will be debited from the account on 28th of every month. Should the debit date fall on a bank holiday, such charges will be levied on the working day before the holiday.

4. Information included is for reference only. In particular, transactions performed or instructions received on or about the statement date may not have been taken into account

5. The financial information shown on the front is for the period from the previous statement date up to the date of this statement

6. Please address correspondence to GPO Box 64, Hong Kong.

重要事項：

1. 如戶口結單上有任何錯漏或差異，客戶必須於該結單日期起計90天內通知本行。有關詳情，請不時參閱本行的一般條款及細則。

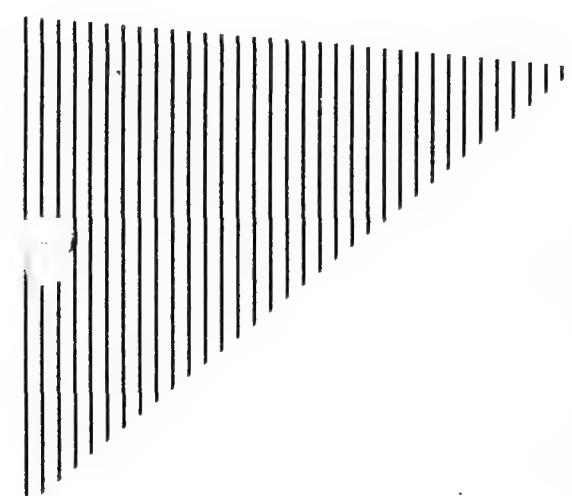
2. 凡存入支票或其他票據，雖已入賬，仍須待收妥後方能作實；若未完成過戶程序，客戶不能取用有關款項。如遇退票，本行保留在戶口內照數扣除的權利。

3. 如戶口出現透支情況，本行將於每月的28號從戶口扣除款項作為利息支出。如利息支付日為銀行假期，本行將會在銀行假期前一個工作天扣除有關費用。

4. 所載資料僅供參考，於結單日或該日前後進行的交易或接獲的指示可能並未包括在內。

5. 結單正面所示的各項財務資料為上個結單日至本結單日期間的資料。

6. 信件請寄香港郵政總局信箱64號。



Report of the Directors and Audited Financial Statements

CONCEPT 2001 (SPORTSWEAR) COMPANY LIMITED

31 March 2013

Ernst & Young

 **ERNST & YOUNG**
安 永

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REPORT OF THE DIRECTORS

The directors present their report and the audited financial statements of the Company for the year ended 31 March 2013.

Principal activity

The Company's principal activity has not changed during the year and consisted of investment holding.

Results and dividend

The Company's profit for the year ended 31 March 2013 and its state of affairs at that date are set out in the financial statements on pages 4 to 17.

The directors do not recommend the payment of any dividend in respect of the year.

Directors

The directors of the Company during the year were:

Edith Ho Yan Law
Chung Keung Pau
Lam Po Hui
Chun Fai Leung

There is a provision in the Company's articles of association requiring all the directors to retire from office at every annual general meeting. Accordingly, all the directors will retire from office at the forthcoming annual general meeting. The retiring directors, being eligible, will offer themselves for re-election.

Directors' interests

At no time during the year was the Company, its subsidiary, or any of its holding companies or fellow subsidiaries a party to any arrangement to enable the Company's directors to acquire benefits by means of the acquisition of shares in or debentures of the Company or any other body corporate.

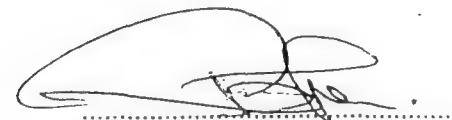
Directors' interests in contracts

No director had a material interest, either directly or indirectly, in any contract of significance to the business of the Company to which the Company, its subsidiary, or any of its holding companies or fellow subsidiaries was a party during the year.

Auditors

Ernst & Young retire and a resolution for their reappointment as auditors of the Company will be proposed at the forthcoming annual general meeting.

ON BEHALF OF THE BOARD



Chairman

Hong Kong
12 November 2013

Independent auditors' report
To the shareholder of Concept 2001 (Sportswear) Company Limited
(Incorporated in Hong Kong with limited liability)

We have audited the financial statements of Concept 2001 (Sportswear) Company Limited set out on pages 4 to 17, which comprise the statement of financial position as at 31 March 2013, and the statement of comprehensive income, the statement of changes in equity and the statement of cash flows for the year then ended, and a summary of significant accounting policies and other explanatory information.

Directors' responsibility for the financial statements

The directors are responsible for the preparation of financial statements that give a true and fair view in accordance with Hong Kong Financial Reporting Standards issued by the Hong Kong Institute of Certified Public Accountants and the Hong Kong Companies Ordinance, and for such internal control as the directors determine is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. Our report is made solely to you, as a body, in accordance with Section 141 of the Hong Kong Companies Ordinance, and for no other purpose. We do not assume responsibility towards or accept liability to any other person for the contents of this report.

We conducted our audit in accordance with Hong Kong Standards on Auditing issued by the Hong Kong Institute of Certified Public Accountants. Those standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

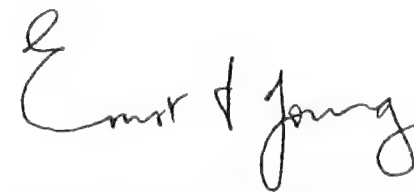
An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgement, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditors consider internal control relevant to the entity's preparation of financial statements that give a true and fair view in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by the directors, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Independent auditors' report (continued)
To the shareholder of Concept 2001 (Sportswear) Company Limited
(Incorporated in Hong Kong with limited liability)

Opinion

In our opinion, the financial statements give a true and fair view of the state of the Company's affairs as at 31 March 2013, and of its profit and cash flows for the year then ended in accordance with Hong Kong Financial Reporting Standards and have been properly prepared in accordance with the Hong Kong Companies Ordinance.



Certified Public Accountants
Hong Kong
12 November 2013

CONCEPT 2001 (SPORTSWEAR) COMPANY LIMITED

STATEMENT OF COMPREHENSIVE INCOME

Year ended 31 March 2013

	Notes	2013 HK\$	2012 HK\$
REVENUE	4	7,758,150	-
Bank interest income		-	1
Administrative expenses		(21,546)	(22,814)
Finance costs	5	(543)	(1,455)
PROFIT/(LOSS) BEFORE TAX	6	7,736,061	(24,268)
Income tax	7	-	-
PROFIT/(LOSS) FOR THE YEAR AND TOTAL COMPREHENSIVE INCOME/(LOSS) FOR THE YEAR		<u>7,736,061</u>	<u>(24,268)</u>

CONCEPT 2001 (SPORTSWEAR) COMPANY LIMITED

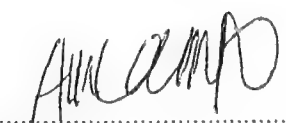
STATEMENT OF FINANCIAL POSITION

31 March 2013

	Notes	2013 HK\$	2012 HK\$
NON-CURRENT ASSET			
Investment in a subsidiary	8	<u>7,799,600</u>	<u>7,799,600</u>
CURRENT ASSET			
Cash at bank	9	<u>117,085</u>	<u>138,124</u>
CURRENT LIABILITIES			
Due to an intermediate holding company	11(a)	496,206	8,253,106
Accruals		<u>13,800</u>	<u>14,000</u>
Total current liabilities		<u>510,006</u>	<u>8,267,106</u>
Net current liabilities		<u>(392,921)</u>	<u>(8,128,982)</u>
Net assets/(liabilities)		<u><u>7,406,679</u></u>	<u><u>(329,382)</u></u>
EQUITY/(DEFICIENCY IN ASSETS)			
Issued capital	10	100	100
Retained profits/(accumulated losses)		<u>7,406,579</u>	<u>(329,482)</u>
Total equity/(deficiency in assets)		<u><u>7,406,679</u></u>	<u><u>(329,382)</u></u>



Director



Director

CONCEPT 2001 (SPORTSWEAR) COMPANY LIMITED

STATEMENT OF CHANGES IN EQUITY

Year ended 31 March 2013

	Issued capital HK\$	Retained profits/ (accumulated losses) HK\$	Total HK\$
At 1 April 2011	100	(305,214)	(305,114)
Loss for the year and total comprehensive loss for the year	<u>-</u>	<u>(24,268)</u>	<u>(24,268)</u>
At 31 March 2012 and at 1 April 2012	100	(329,482)	(329,382)
Profit for the year and total comprehensive income for the year	<u>-</u>	<u>7,736,061</u>	<u>7,736,061</u>
At 31 March 2013	<u>100</u>	<u>7,406,579</u>	<u>7,406,679</u>

CONCEPT 2001 (SPORTSWEAR) COMPANY LIMITED

STATEMENT OF CASH FLOWS

Year ended 31 March 2013

	2013 HK\$	2012 HK\$
CASH FLOWS FROM OPERATING ACTIVITIES		
Profit/(loss) before tax	7,736,061	(24,268)
Adjustments for:		
Bank interest income	-	(1)
Dividend income	(7,758,150)	-
Finance costs	543	1,455
	(21,546)	(22,814)
Increase/(decrease) in amount due to an intermediate holding company	(7,756,900)	100,000
Increase/(decrease) in accruals	(200)	800
Cash generated from/(used in) operations	(7,778,646)	77,986
Dividend received	7,758,150	-
Interest received	-	1
Bank charges paid	(543)	(1,455)
NET CASH FLOWS FROM/(USED IN) OPERATING ACTIVITIES	(21,039)	76,532
Cash and cash equivalents at beginning of year	138,124	61,592
CASH AND CASH EQUIVALENTS AT END OF YEAR	117,085	138,124
ANALYSIS OF BALANCE OF CASH AND CASH EQUIVALENTS		
Cash at bank	117,085	138,124

31 March 2013

1 CORPORATE INFORMATION

Concept 2001 (Sportswear) Company Limited is a limited liability company incorporated in Hong Kong. The registered office of the Company is located at 36th Floor, Laws Commercial Plaza, 788 Cheung Sha Wan Road, Kowloon, Hong Kong.

The Company's principal activity has not changed during the year and consisted of investment holding.

The Company is a wholly-owned subsidiary of Happy Trade Group Limited, a company incorporated in the British Virgin Islands. In the opinion of the directors, the ultimate holding company is Laws International Holdings Limited, which is incorporated in Bermuda.

2. FUNDAMENTAL ACCOUNTING CONCEPT

These financial statements have been prepared under the going concern concept notwithstanding that the Company had net current liabilities at 31 March 2013 because an intermediate holding company, LFK (Holdings) Limited, has agreed not to demand repayment from the Company unless it has sufficient resources.

2.1 STATEMENT OF COMPLIANCE

These financial statements have been prepared in accordance with Hong Kong Financial Reporting Standards ("HKFRSs") (which include all Hong Kong Financial Reporting Standards, Hong Kong Accounting Standards ("HKASs") and Interpretations) issued by the Hong Kong Institute of Certified Public Accountants, accounting principles generally accepted in Hong Kong and the Hong Kong Companies Ordinance.

2.2 BASIS OF PREPARATION

These financial statements have been prepared under the historical cost convention and are presented in Hong Kong dollars ("HK\$") which is also the Company's functional currency.

2.3 CHANGES IN ACCOUNTING POLICY AND DISCLOSURES

For the year ended 31 March 2013, the Company has adopted, for the first time, the following revised HKFRS which became effective in the current year and is applicable to its operation.

HKFRS 7 Amendments	Amendments to HKFRS 7 <i>Financial Instruments: Disclosures – Transfers of Financial Assets</i>
--------------------	---

The adoption of the revised HKFRS has had no significant financial effect on these financial statements.

2.4 ISSUED BUT NOT YET EFFECTIVE HONG KONG FINANCIAL REPORTING STANDARDS

The Company has not early applied any of the new and revised HKFRSs that have been issued but are not yet effective for the accounting year ended 31 March 2013, in these financial statements. Among the new and revised HKFRSs, the following are expected to be relevant to the Company's financial statements upon becoming effective:

HKFRS 7 Amendments	Amendments to HKFRS 7 <i>Financial Instruments: Disclosures – Offsetting Financial Assets and Financial Liabilities</i> ²
HKFRS 9	<i>Financial Instruments</i> ⁴
HKFRS 13	<i>Fair Value Measurement</i> ²
HKAS 1 Amendments	Amendments to HKAS 1 <i>Presentation of Financial Statements – Presentation of Items of Other Comprehensive Income</i> ¹
HKAS 32 Amendments	Amendments to HKAS 32 <i>Financial Instruments: Presentation – Offsetting Financial Assets and Financial Liabilities</i> ³
<i>Annual Improvements 2009 - 2011 Cycle</i>	Amendments to a number of HKFRSs issued in June 2012 ²

¹ Effective for annual periods beginning on or after 1 July 2012

² Effective for annual periods beginning on or after 1 January 2013

³ Effective for annual periods beginning on or after 1 January 2014

⁴ Effective for annual periods beginning on or after 1 January 2015

The Company is in the process of making an assessment of the impact of these new and revised HKFRSs upon initial application. So far, the Company considers these new and revised HKFRSs are unlikely to have a significant impact on the Company's results of operations and financial position.

11 March 2013

2.5 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Consolidated financial statements

As permitted by HKAS 27 (Revised) *Consolidated and Separate Financial Statements* and Section 124(2)(a) of the Hong Kong Companies Ordinance, consolidated financial statements have not been prepared as the Company is an indirect wholly-owned subsidiary of Laws International Holdings Limited, which prepares consolidated financial statements in accordance with Hong Kong Financial Reporting Standards, which can be obtained at its registered office.

Subsidiary

A subsidiary is an entity in which the Company, directly or indirectly, controls more than half of its voting power or issued share capital or controls the composition of its board of directors; or over which the Company has a contractual right to exercise a dominant influence with respect to that entity's financial and operating policies.

The results of subsidiary are included in the Company's profit or loss to the extent of dividends received and receivable. The Company's investment in subsidiary is stated at cost less any impairment losses.

Impairment of non-financial assets

The Company assesses at the end of each reporting period whether there is an indication that an asset may be impaired. If such indication exists, the Company makes an estimate of the asset's recoverable amount.

The recoverable amount of an asset is the higher of its fair value less costs to sell and its value in use. In assessing value in use, the estimated future cash flows are discounted to their present value using a pre-tax discount rate that reflects current market assessments of the time value of money and the risks specific to the assets. Where an asset does not generate cash inflows largely independent of those from other assets, the recoverable amount is determined for the smallest group of assets that generates cash inflows independently (i.e., a cash-generating unit).

An impairment loss is recognised in profit or loss whenever the carrying amount of an asset, or the cash-generating unit to which it belongs, exceeds its recoverable amount. The impairment loss is reversed if there has been a favourable change in the estimates used to determine the recoverable amount. A reversal of the impairment loss is limited to the asset's carrying amount that would have been determined had no impairment loss been recognised in prior years. The reversal of the impairment loss is credited to profit or loss in the year in which it arises.

Related parties

A party is considered to be related to the Company if:

- (a) the party is a person or a close member of that person's family and that person:
 - (i) has control or joint control over the Company;
 - (ii) has significant influence over the Company; or
 - (iii) is a member of the key management personnel of the Company or of a parent of the Company; or

31 March 2013

2.5 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Related parties (continued)

(b) the party is an entity where any of the following conditions applies:

- (i) the entity and the Company are members of the same group;
- (ii) one entity is an associate or joint venture of the other entity (or of a parent, subsidiary or fellow subsidiary of the other entity);
- (iii) the entity and the Company are joint ventures of the same third party;
- (iv) one entity is a joint venture of a third entity and the other entity is an associate of the third entity;
- (v) the entity is a post-employment benefit plan for the benefit of employees of either the Company or an entity related to the Company;
- (vi) the entity is controlled or jointly controlled by a person identified in (a); and
- (vii) a person identified in (a)(i) has significant influence over the entity or is a member of the key management personnel of the entity (or of a parent of the entity).

Financial instruments

(a) Financial assets

The Company's financial asset includes cash at bank and is classified and accounted for as loans and receivables. Financial asset is recognised on the trade date.

Loans and receivables are non-derivative financial assets with fixed or determinable payments that are not quoted in an active market. Loans and receivables are initially recognised at fair value and subsequently measured at amortised cost using the effective interest method, less any impairment losses. Any changes in their value are recognised in profit or loss.

Derecognition of financial assets occurs when the rights to receive cash flows from the financial assets expire or are transferred and substantially all of the risks and rewards of ownership have been transferred.

An assessment for impairment is undertaken at least at each financial year end whether or not there is objective evidence that a financial asset or a group of financial assets is impaired. Impairment loss on loans and receivables is recognised when there is objective evidence that the Company will not be able to collect all the amounts due to it in accordance with the original terms of the receivables. The amount of the impairment loss is determined as the difference between the asset's carrying amount and the present value of estimated future cash flows.

31 March 2013

2.5 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Financial instruments (continued)

(b) Financial liabilities

The Company's financial liabilities include an amount due to an intermediate holding company and accruals. Financial liabilities are recognised when the Company becomes a party to the contractual provisions of the instrument.

Financial liabilities are initially recognised at fair value, net of transaction costs incurred and subsequently measured at amortised cost using the effective interest rate method. Financial liabilities are derecognised when the obligation specified in the contract is discharged or cancelled, or expires.

Cash and cash equivalents

For the purpose of the statement of cash flows, cash and cash equivalents include cash on hand, deposits held at call with banks, and other short term highly liquid investments with original maturity of three months or less when acquired, less bank overdrafts.

Income tax

Income tax comprises current and deferred tax. Income tax relating to items recognised outside profit or loss is recognised outside profit or loss, either in other comprehensive income or directly in equity.

Current tax assets and liabilities for the current and prior periods are measured at the amount expected to be recovered from or paid to the taxation authority, based on tax rates (and tax laws) that have been enacted or substantively enacted by the end of the reporting period, taking into consideration interpretations and practices prevailing in the countries in which the Company operates.

Deferred tax is provided using the liability method, on temporary differences at the end of the reporting period arising between the tax bases of assets and liabilities and their carrying amounts for financial reporting purposes. Tax rates enacted or substantively enacted by the end of the reporting period are used to determine the deferred tax.

Deferred tax liabilities are provided in full while deferred tax assets are recognised to the extent that it is probable that future taxable profit will be available against which the temporary differences can be utilised.

Foreign currency transactions

Transactions in foreign currencies are translated into the functional currency of the Company using the exchange rates prevailing at the dates of the transactions. Exchange differences arising from the settlement of such transactions and from the translation at the year-end exchange rates of monetary assets and liabilities denominated in foreign currencies are recognised in profit or loss.

Revenue recognition

Revenue is recognised when it is probable that the economic benefits will flow to the Company and when the revenue can be measured reliably, on the following bases:

- i) dividend income, when the shareholders' right to receive payment has been established; and
- ii) interest income, on an accrual basis using the effective interest method by applying the rate that discounts the estimated future cash receipts over the expected life of the financial instrument to the net carrying amount of the financial asset.

31 March 2013

3. SIGNIFICANT ACCOUNTING JUDGEMENT AND ESTIMATE

Key sources of estimation uncertainty and critical judgement in applying the Company's accounting policies which has a significant effect on the financial statements is set out below.

Impairment of investment in a subsidiary

In determining whether an asset is impaired or the event previously causing the impairment no longer exists, the Company has to exercise judgement in the area of asset impairment, particularly in assessing: (1) whether an event has occurred that may affect the asset value or such event affecting the asset value has not been in existence; (2) whether the carrying value of an asset can be supported by the net present value of future cash flows which are estimated based upon the continued use of the asset or derecognition; and (3) the appropriate key assumptions to be applied in preparing cash flow projections including whether these cash flow projections are discounted using an appropriate rate. Changing the assumptions selected by management to determine the level of impairment, including the discount rates or the growth rate assumptions in the cash flow projections, could materially affect the net present value used in the impairment test.

4. REVENUE

Revenue, which is also the Company's turnover, represents dividend income from an unlisted subsidiary. The Company did not generate any revenue during the prior year.

5. FINANCE COSTS

Finance costs represent bank charges incurred during the year.

6. PROFIT/(LOSS) BEFORE TAX

Profit/(loss) before tax is arrived at after charging:

	2013 HK\$	2012 HK\$
Directors' remuneration:		
Fees	-	-
Other emoluments	-	-
Auditors' remuneration	14,241	14,443
Foreign exchange differences, net	<u>1,250</u>	<u>16</u>

NOTES TO FINANCIAL STATEMENTS

31 March 2013

7. INCOME TAX

No provision for Hong Kong profits tax has been made as the Company did not generate any assessable profits arising in Hong Kong during the year (2012: Nil).

A reconciliation of the tax expense/(credit) applicable to the profit/(loss) before tax at the statutory rate to the tax position at the Company's effective tax rate for the year is as follows:

	2013		2012	
	HK\$	%	HK\$	%
Loss before tax	<u>7,736,061</u>		<u>(24,268)</u>	
Tax at the statutory tax rate of 16.5% (2012: 16.5%)	1,276,450	16.5	(4,004)	(16.5)
Income not subject to tax	(1,280,095)	(16.5)	-	-
Expenses not deductible for tax	<u>3,645</u>	-	<u>4,004</u>	16.5
Tax position	<u>-</u>	-	<u>-</u>	-

There was no material unprovided deferred tax in respect of the year and as at the end of the reporting period (2012: Nil).

8. INVESTMENT IN A SUBSIDIARY

	2013	2012
	HK\$	HK\$
Unlisted shares, at cost	<u>7,799,600</u>	<u>7,799,600</u>

NOTES TO FINANCIAL STATEMENTS

31 March 2013

8. INVESTMENT IN A SUBSIDIARY (continued)

Particulars of the subsidiary at the end of the reporting period were as follows:

Name	Place of registration and operations	Nominal value of charter capital	Percentage of equity interest directly attributable to the Company	Principal activities
K+K Fashion Company Limited*	The Socialist Republic of Vietnam	US\$1,000,000	100	Manufacturing and trading of knitwear garments

* This subsidiary was audited by an Ernst & Young International member firm of the Ernst & Young global network.

The loss for the year ended 31 March 2013 of the subsidiary attributable to the Company not dealt with in the financial statements of the Company amounted to HK\$142,274 (2012: profit of HK\$898,080). The accumulated post-acquisition profits as at the end of the reporting period of the subsidiary attributable to the Company not dealt with in the financial statements of the Company amounted to HK\$14,212,877 (2012: HK\$14,355,151).

9. CASH AT BANK

Cash at bank earns interest at floating rates based on daily bank deposits rates. Cash at bank is deposited with creditworthy bank with no recent history of default. The carrying amount of cash at bank approximates to its fair value.

10. SHARE CAPITAL

	2013 HK\$	2012 HK\$
Authorised:		
10,000 ordinary shares of HK\$1 each	<u>10,000</u>	<u>10,000</u>
Issued and fully paid:		
100 ordinary shares of HK\$1 each	<u>100</u>	<u>100</u>

NOTES TO FINANCIAL STATEMENTS

31 March 2013

11. RELATED PARTY TRANSACTIONS

(a) Outstanding balance with a related party

The balance with an intermediate holding company is unsecured, interest-free and has no fixed terms of repayment. The carrying amount of this balance approximates to its fair value.

(b) Compensation of key management personnel of the Company

The key management personnel of the Company are the directors, who did not receive any remuneration for their services to the Company.

12. FINANCIAL RISK MANAGEMENT OBJECTIVES AND POLICIES

The Company's exposure to credit risk and liquidity risk arises in the normal course of its business. These risks are managed by the Company's financial management policies and practices described below:

Credit risk

The Company is an investment holding company and transactions are mainly dealt with related parties. The credit risk is therefore minimal in this aspect.

The credit risk of the Company's other financial assets, which comprise cash at bank, arises from the default of the counterparties, with a maximum exposure equal to the carrying amount of this instrument.

Liquidity risk

The maturity profile of the Company's financial liabilities as at the end of the reporting period, based on the contractual undiscounted payments, was as follows:

	No fixed terms of repayment HK\$	2013 Less than 3 months HK\$	Total HK\$
Due to an intermediate holding company	496,206	-	496,206
Accruals	-	13,800	13,800
	<u>496,206</u>	<u>13,800</u>	<u>510,006</u>
	No fixed terms of repayment HK\$	2012 Less than 3 months HK\$	Total HK\$
Due to an intermediate holding company	8,253,106	-	8,253,106
Accruals	-	14,000	14,000
	<u>8,253,106</u>	<u>14,000</u>	<u>8,267,106</u>

11 March 2013

12. FINANCIAL RISK MANAGEMENT OBJECTIVES AND POLICIES (continued)

Capital management

The primary objective of the Company's capital management is to safeguard the Company's ability to continue as a going concern and to maintain healthy capital ratios in order to support its business and maximise shareholder value.

The Company manages its capital structure and makes adjustments to it, in light of changes in economic conditions. To maintain or adjust the capital structure, the Company may adjust the dividend payment to the shareholder, return capital to the shareholder, issue new shares or sell assets to reduce debt. The Company is not exposed to any externally imposed capital requirements. The Company's intermediate holding company, LFK (Holdings) Limited, has agreed not to demand repayment from the Company unless it has sufficient resources.

13. APPROVAL OF THE FINANCIAL STATEMENTS

The financial statements were approved and authorised for issue by the board of directors on 12 November 2013.

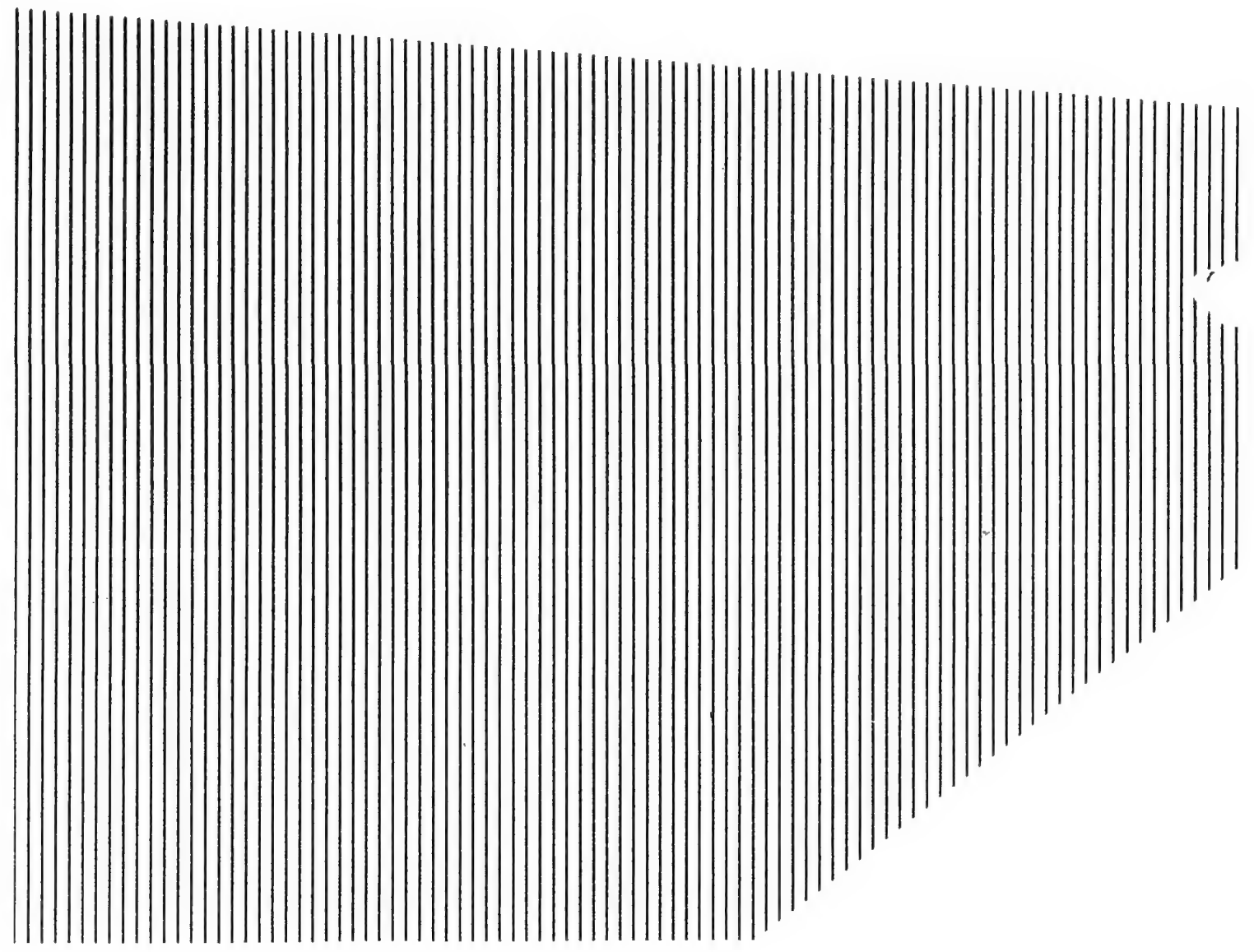
THE FOLLOWING INFORMATION DOES NOT FORM PART OF THE
AUDITED FINANCIAL STATEMENTS

CONCEPT 2001 (KIDWEAR) COMPANY LIMITED

DETAILS OF STATEMENT OF COMPREHENSIVE INCOME

Year ended 31 March 2013

	2013 HK\$	2012 HK\$
Revenue	7,758,150	-
Bank interest income	-	1
Administrative expenses:		
Auditors' remuneration	14,241	14,443
Business registration fee	555	2,555
Exchange differences, net	1,250	16
Legal and professional fees	5,500	5,800
	<u>21,546</u>	<u>22,814</u>
Finance costs:		
Bank charges	<u>543</u>	<u>1,455</u>
Profit/(loss) before tax	7,736,061	(24,268)
Income tax	<u>-</u>	<u>-</u>
Profit/(loss) for the year and total comprehensive income/(loss) for the year	<u><u>7,736,061</u></u>	<u><u>(24,268)</u></u>





Report of the Directors and Audited Financial Statements

LAWS GARMENTS LIMITED

31 March 2013

Ernst & Young

 **ERNST & YOUNG**
安 永

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REPORT OF THE DIRECTORS	1
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AUDITED FINANCIAL STATEMENTS	
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Statement of financial position	5
Statement of changes in equity	6
Statement of cash flows	7
Notes to financial statements	8 - 17

WS GARMENTS LIMITED

REPORT OF THE DIRECTORS

The directors present their report and the audited financial statements of the Company for the year ended 31 March 2013.

Principal activity

The Company's principal activity has not changed during the year and consisted of investment holding.

Results

The Company's loss for the year ended 31 March 2013 and its state of affairs at that date are set out in the financial statements on pages 4 to 17.

Directors

The directors of the Company during the year were:

Edith Ho Yan Law
Chung Keung Pau
Lam Po Hui
Chun Fai Leung

There is a provision in the Company's articles of association requiring all the directors to retire from office at every annual general meeting. Accordingly, all the directors will retire from office at the forthcoming annual general meeting. The retiring directors, being eligible, will offer themselves for re-election.

Directors' interests

At no time during the year was the Company, its subsidiary, or any of its holding companies or fellow subsidiaries a party to any arrangement to enable the Company's directors to acquire benefits by means of the acquisition of shares in or debentures of the Company or any other body corporate.

Directors' interests in contracts

No director had a material interest, either directly or indirectly, in any contract of significance to the business of the Company to which the Company, its subsidiary, or any of its holding companies or fellow subsidiaries was a party during the year.

Auditors

Ernst & Young retire and a resolution for their reappointment as auditors of the Company will be proposed at the forthcoming annual general meeting.

ON BEHALF OF THE BOARD



Chairman

Hong Kong
12 November 2013

Independent auditors' report
To the shareholder of Laws Garments Limited
(Incorporated in Hong Kong with limited liability)

We have audited the financial statements of Laws Garments Limited set out on pages 4 to 17, which comprise the statement of financial position as at 31 March 2013, and the statement of comprehensive income, the statement of changes in equity and the statement of cash flows for the year then ended, and a summary of significant accounting policies and other explanatory information.

Directors' responsibility for the financial statements

The directors are responsible for the preparation of financial statements that give a true and fair view in accordance with Hong Kong Financial Reporting Standards issued by the Hong Kong Institute of Certified Public Accountants and the Hong Kong Companies Ordinance, and for such internal control as the directors determine is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. Our report is made solely to you, as a body, in accordance with Section 141 of the Hong Kong Companies Ordinance, and for no other purpose. We do not assume responsibility towards or accept liability to any other person for the contents of this report.

We conducted our audit in accordance with Hong Kong Standards on Auditing issued by the Hong Kong Institute of Certified Public Accountants. Those standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

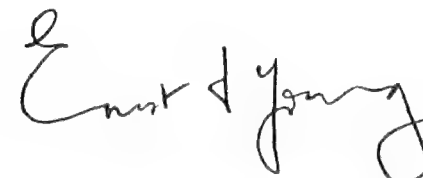
An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgement, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditors consider internal control relevant to the entity's preparation of financial statements that give a true and fair view in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by the directors, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Independent auditors' report (continued)
To the shareholder of Laws Garments Limited
(Incorporated in Hong Kong with limited liability)

Opinion

In our opinion, the financial statements give a true and fair view of the state of the Company's affairs as at 31 March 2013, and of its loss and cash flows for the year then ended in accordance with Hong Kong Financial Reporting Standards and have been properly prepared in accordance with the Hong Kong Companies Ordinance.



Certified Public Accountants
Hong Kong
12 November 2013

LAWS GARMENTS LIMITED

STATEMENT OF COMPREHENSIVE INCOME

Year ended 31 March 2013


	Notes	2013 HK\$	2012 HK\$
REVENUE	4	-	-
Other income	4	1	2
Administrative expenses		(23,696)	(20,198)
Other operating expense		-	(8,662)
Finance costs	5	<u>(400)</u>	<u>(1,755)</u>
LOSS BEFORE TAX	6	(24,095)	(30,613)
Income tax	7	<u>-</u>	<u>-</u>
LOSS FOR THE YEAR AND TOTAL COMPREHENSIVE LOSS FOR THE YEAR		<u><u>(24,095)</u></u>	<u><u>(30,613)</u></u>

LAWS GARMENTS LIMITED

STATEMENT OF FINANCIAL POSITION

31 March 2013

	Notes	2013 HK\$	2012 HK\$
NON-CURRENT ASSET			
Investment in a subsidiary	8	-	-
CURRENT ASSET			
Cash at bank	9	196,929	221,024
CURRENT LIABILITIES			
Due to a fellow subsidiary	11(a)	3,970,130	3,970,130
Accruals		17,000	17,000
Total current liabilities		<u>3,987,130</u>	<u>3,987,130</u>
Net current liabilities		<u>(3,790,201)</u>	<u>(3,766,106)</u>
Net liabilities		<u>(3,790,201)</u>	<u>(3,766,106)</u>
DEFICIENCY IN ASSETS			
Issued capital	10	100,000	100,000
Accumulated losses		<u>(3,890,201)</u>	<u>(3,866,106)</u>
Total deficiency in assets		<u>(3,790,201)</u>	<u>(3,766,106)</u>



Director



Director

LAWS GARMENTS LIMITED

STATEMENT OF CHANGES IN EQUITY

Year ended 31 March 2013

	Issued capital HK\$	Accumulated losses HK\$	Total HK\$
At 1 April 2011	100,000	(3,835,493)	(3,735,493)
Loss for the year and total comprehensive loss for the year	<u>-</u>	<u>(30,613)</u>	<u>(30,613)</u>
At 31 March 2012 and at 1 April 2012	100,000	(3,866,106)	(3,766,106)
Loss for the year and total comprehensive loss for the year	<u>-</u>	<u>(24,095)</u>	<u>(24,095)</u>
At 31 March 2013	<u>100,000</u>	<u>(3,890,201)</u>	<u>(3,790,201)</u>

BLAUBOARD LIMITED

STATEMENT OF CASH FLOWS

Year ended 31 March 2013

	Note	2013 HK\$	2012 HK\$
CASH FLOWS FROM OPERATING ACTIVITIES			
Loss before tax		(24,095)	(30,613)
Adjustments for:			
Bank interest income	4	(1)	(2)
Finance costs		<u>400</u>	<u>1,755</u>
		(23,696)	(28,860)
Decrease in amount due from a subsidiary		-	7,849,965
Decrease in amount due to a fellow subsidiary		-	(7,856,997)
Increase in accruals		<u>-</u>	<u>800</u>
Cash used in operations		(23,696)	(35,092)
Bank charges paid		<u>(400)</u>	<u>(1,755)</u>
Net cash flows used in operating activities		<u>(24,096)</u>	<u>(36,847)</u>
CASH FLOW FROM AN INVESTING ACTIVITY			
Interest received and cash flow from an investing activity		<u>1</u>	<u>2</u>
NET DECREASE IN CASH AND CASH EQUIVALENTS		(24,095)	(36,845)
Cash and cash equivalents at beginning of year		<u>221,024</u>	<u>257,869</u>
CASH AND CASH EQUIVALENTS AT END OF YEAR		<u><u>196,929</u></u>	<u><u>221,024</u></u>
ANALYSIS OF BALANCE OF CASH AND CASH EQUIVALENTS			
Cash at bank		<u><u>196,929</u></u>	<u><u>221,024</u></u>

31 March 2013

1. CORPORATE INFORMATION

Laws Garments Limited is a limited liability company incorporated in Hong Kong. The registered office of the Company is located at 36th Floor, Laws Commercial Plaza, 788 Cheung Sha Wan Road, Kowloon, Hong Kong.

The principal activity of the Company consisted of investment holding.

The Company is a wholly-owned subsidiary of Happy Trade Group Limited, a company incorporated in the British Virgin Islands. In the opinion of the directors, the ultimate holding company is Laws International Holdings Limited, which is incorporated in Bermuda.

2. FUNDAMENTAL ACCOUNTING CONCEPT

These financial statements have been prepared under the going concern concept notwithstanding that the Company had net current liabilities and net liabilities at 31 March 2013 because a fellow subsidiary, Laws Textile Industrial Limited, has agreed not to demand repayment from the Company unless it has sufficient resources.

2.1 STATEMENT OF COMPLIANCE

These financial statements have been prepared in accordance with Hong Kong Financial Reporting Standards ("HKFRSs") (which includes all Hong Kong Financial Reporting Standards, Hong Kong Accounting Standards ("HKASs") and Interpretations) issued by the Hong Kong Institute of Certified Public Accountants, accounting principles generally accepted in Hong Kong and the Hong Kong Companies Ordinance.

2.2 BASIS OF PREPARATION

These financial statements have been prepared under the historical cost convention and are presented in Hong Kong dollars which is also the Company's functional currency.

2.3 CHANGES IN ACCOUNTING POLICIES AND DISCLOSURES

For the year ended 31 March 2013, the Company has adopted, for the first time, the following revised HKFRS which became effective in the current year and is applicable to its operation.

HKFRS 7 Amendments	Amendments to HKFRS 7 <i>Financial Instruments: Disclosures – Transfers of Financial Assets</i>
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The adoption of the revised HKFRS has had no significant financial effect on these financial statements.

NOTES TO FINANCIAL STATEMENTS

31 March 2013

2.4 ISSUED BUT NOT YET EFFECTIVE HONG KONG FINANCIAL REPORTING STANDARDS

The Company has not early applied any of the new and revised HKFRSs that have been issued but are not yet effective for the accounting year ended 31 March 2013, in these financial statements. Among the new and revised HKFRSs, the following are expected to be relevant to the Company's financial statements upon becoming effective:

HKFRS 7 Amendments	Amendments to HKFRS 7 <i>Financial Instruments: Disclosures – Offsetting Financial Assets and Financial Liabilities</i> ²
HKFRS 9	<i>Financial Instruments</i> ⁴
HKFRS 13	<i>Fair Value Measurement</i> ²
HKAS 1 Amendments	Amendments to HKAS 1 <i>Presentation of Financial Statements – Presentation of Items of Other Comprehensive Income</i> ¹
HKAS 32 Amendments	Amendments to HKAS 32 <i>Financial Instruments: Presentation – Offsetting Financial Assets and Financial Liabilities</i> ³
<i>Annual Improvements 2009 - 2011 Cycle</i>	Amendments to a number of HKFRSs issued in June 2012 ²

¹ Effective for annual periods beginning on or after 1 July 2012

² Effective for annual periods beginning on or after 1 January 2013

³ Effective for annual periods beginning on or after 1 January 2014

⁴ Effective for annual periods beginning on or after 1 January 2015

The Company is in the process of making an assessment of the impact of these new and revised HKFRSs upon initial application. So far, the Company considers these new and revised HKFRSs are unlikely to have a significant impact on the Company's results of operations and financial position.

31 March 2013

2.5 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Consolidated financial statements

As permitted by HKAS 27 (Revised) *Consolidated and Separate Financial Statements* and Section 124(2)(a) of the Hong Kong Companies Ordinance, consolidated financial statements have not been prepared as the Company is an indirect wholly-owned subsidiary of Laws International Holdings Limited, which prepares consolidated financial statements in accordance with Hong Kong Financial Reporting Standards, which can be obtained at its registered office.

Subsidiary

A subsidiary is an entity in which the Company, directly or indirectly, controls more than half of its voting power or issued share capital or controls the composition of its board of directors; or over which the Company has a contractual right to exercise a dominant influence with respect to that entity's financial and operating policies.

The results of subsidiary are included in the Company's profit or loss to the extent of dividends received and receivable. The Company's interests in subsidiary are stated at cost less any impairment losses.

Impairment of non-financial assets

The Company assesses at the end of the each reporting period whether there is an indication that an asset may be impaired. If such indication exists, the Company makes an estimate of the asset's recoverable amount.

The recoverable amount of an asset is the higher of its fair value less costs to sell and its value in use. In assessing value in use, the estimated future cash flows are discounted to their present value using a pre-tax discount rate that reflects current market assessments of the time value of money and the risks specific to the assets. Where an asset does not generate cash inflows largely independent of those from other assets, the recoverable amount is determined for the smallest group of assets that generates cash inflows independently (i.e., a cash-generating unit).

An impairment loss is recognised in profit or loss whenever the carrying amount of an asset, or the cash-generating unit to which it belongs, exceeds its recoverable amount. The impairment loss is reversed if there has been a favourable change in the estimates used to determine the recoverable amount. A reversal of the impairment loss is limited to the asset's carrying amount that would have been determined had no impairment loss been recognised in prior years. The reversal of the impairment loss is credited to profit or loss in the year in which it arises.

Related parties

A party is considered to be related to the Company if:

- (a) the party is a person or a close member of that person's family and that person:
 - (i) has control or joint control over the Company;
 - (ii) has significant influence over the Company; or
 - (iii) is a member of the key management personnel of the Company or of a parent of the Company; or

31 March 2013

2.5 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Related parties (continued)

- (b) the party is an entity where any of the following conditions applies:
- (i) the entity and the Company are members of the same group;
 - (ii) one entity is an associate or joint venture of the other entity (or of a parent, subsidiary or fellow subsidiary of the other entity);
 - (iii) the entity and the Company are joint ventures of the same third party;
 - (iv) one entity is a joint venture of a third entity and the other entity is an associate of the third entity;
 - (v) the entity is a post-employment benefit plan for the benefit of employees of either the Company or an entity related to the Company;
 - (vi) the entity is controlled or jointly controlled by a person identified in (a); and
 - (vii) a person identified in (a)(i) has significant influence over the entity or is a member of the key management personnel of the entity (or of a parent of the entity).

Financial instruments

(a) Financial assets

The Company's financial asset includes cash at bank and is classified and accounted for as loans and receivables. Financial assets are recognised on the trade date.

Loans and receivables are non-derivative financial assets with fixed or determinable payments that are not quoted in an active market. Loans and receivables are initially recognised at fair value and subsequently measured at amortised cost using the effective interest method, less any impairment losses. Any changes in their value are recognised in profit or loss.

Derecognition of financial asset occurs when the rights to receive cash flows from the financial assets expire or are transferred and substantially all of the risks and rewards of ownership have been transferred.

An assessment for impairment is undertaken at least at each financial year end whether or not there is objective evidence that a financial asset or a group of financial assets is impaired. Impairment loss on loans and receivables is recognised when there is objective evidence that the Company will not be able to collect all the amounts due to it in accordance with the original terms of the receivables. The amount of the impairment loss is determined as the difference between the asset's carrying amount and the present value of estimated future cash flows.

2.5 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Financial instruments (continued)

(b) Financial liabilities

The Company's financial liabilities include an amount due to a fellow subsidiary and accruals. A financial liability is recognised when the Company becomes a party to the contractual provisions of the instrument.

Financial liabilities are initially recognised at fair value, net of transaction costs incurred and subsequently measured at amortised cost using the effective interest rate method. Financial liabilities are derecognised when the obligation specified in the contract is discharged or cancelled, or expires.

Cash and cash equivalents

For the purpose of the statement of cash flows, cash and cash equivalents include cash on hand, deposits held at call with banks, and other short term highly liquid investments with original maturity of three months or less when acquired, less bank overdrafts.

Income tax

Income tax comprises current and deferred tax. Income tax relating to items recognised outside profit or loss is recognised outside profit or loss, either in other comprehensive income or directly in equity.

Current tax assets and liabilities for the current and prior periods are measured at the amount expected to be recovered from or paid to the taxation authority, based on tax rates (and tax laws) that have been enacted or substantively enacted by the end of the reporting period, taking into consideration interpretations and practices prevailing in the countries in which the Company operates.

Deferred tax is provided using the liability method, on temporary differences at the end of the reporting period arising between the tax bases of assets and liabilities and their carrying amounts for financial reporting purposes. Tax rates enacted or substantively enacted by the end of the reporting period are used to determine the deferred tax.

Deferred tax liabilities are provided in full while deferred tax assets are recognised to the extent that it is probable that future taxable profit will be available against which the temporary differences can be utilised.

Foreign currency transactions

Transactions in foreign currencies are translated into the functional currency of the Company using the exchange rates prevailing at the dates of the transactions. Exchange differences arising from the settlement of such transactions and from the translation at the year-end exchange rates of monetary assets and liabilities denominated in foreign currencies are recognised in profit or loss.

31 March 2013

3. SIGNIFICANT ACCOUNTING JUDGEMENTS AND ESTIMATES

Key sources of estimation uncertainty and critical judgements in applying the Company's accounting policies which have a significant effect on the financial statements are set out below.

Impairment of assets

In determining whether an asset is impaired or the event previously causing the impairment no longer exists, the Company has to exercise judgement in the area of asset impairment, particularly in assessing: (1) whether an event has occurred that may affect the asset value or such event affecting the asset value has not been in existence; (2) whether the carrying value of an asset can be supported by the net present value of future cash flows which are estimated based upon the continued use of the asset or derecognition; and (3) the appropriate key assumptions to be applied in preparing cash flow projections including whether these cash flow projections are discounted using an appropriate rate. Changing the assumptions selected by management to determine the level of impairment, including the discount rates or the growth rate assumptions in the cash flow projections, could materially affect the net present value used in the impairment test.

4. REVENUE AND OTHER INCOME

The Company did not generate any revenue during the current and prior years. Other income represents bank interest income earned.

5. FINANCE COSTS

Finance costs represent bank charges incurred during the year.

6. LOSS BEFORE TAX

Loss before tax is arrived at after charging:

	2013 HK\$	2012 HK\$
Directors' remuneration:		
Fees	-	-
Other emoluments	-	-
Auditors' remuneration	14,241	14,443
Foreign exchange differences, net*	-	8,662

* Included in "Other operating expense" on the face of the statement of comprehensive income.

NOTES TO FINANCIAL STATEMENTS

31 March 2013

7. INCOME TAX

No provision for Hong Kong profits tax has been made as the Company did not generate any assessable profits arising in Hong Kong (2012: Nil).

A reconciliation of the tax credit applicable to the loss before tax at the statutory rate to the tax position at the Company's effective tax rate for the year is as follows:

	2013		2012	
	HK\$	%	HK\$	%
Loss before tax	<u>(24,095)</u>		<u>(30,613)</u>	
Tax at the statutory tax rate of 16.5% (2012: 16.5%)	(3,976)	(16.5)	(5,051)	(16.5)
Expenses not deductible for tax	<u>3,976</u>	<u>16.5</u>	<u>5,051</u>	<u>16.5</u>
Tax position	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>

The Company has estimated tax losses arising in Hong Kong of approximately HK\$104,000 (2012: HK\$104,000) that are available indefinitely for offsetting against future taxable profits of the Company. Deferred tax assets have not been recognised in respect of these losses as it is uncertain whether sufficient future taxable profits will be generated against which the tax losses can be utilised.

8. INVESTMENT IN A SUBSIDIARY

	2013 HK\$	2012 HK\$
Unlisted shares, at cost	3,891,795	3,891,795
Provision for impairment	<u>(3,891,795)</u>	<u>(3,891,795)</u>
	<u>-</u>	<u>-</u>

An impairment has made for the investment in a subsidiary because the subsidiary had been loss making for some years and it is uncertain whether the profit made in the year will continue in the future. In the opinion of directors, the amount is not expected to be recovered.

NOTES TO FINANCIAL STATEMENTS

31 March 2013

8. INVESTMENT IN A SUBSIDIARY (continued)

Particulars of the subsidiary at the end of the reporting period were as follows:

Name of company	Place of incorporation/ registration and operations	Nominal value of charter capital	Percentage of equity interest directly attributable to the Company	Principal activities
Maxturn Apparel Co., Ltd.*	The Socialist Republic of Vietnam	US\$500,000	100	Manufacturing and trading of knitwear garments

* This subsidiary was audited by an Ernst & Young International member firm of the Ernst & Young global network.

The profit for the year ended 31 March 2013 of the subsidiary attributable to the Company not dealt with in the financial statements of the Company amounted to HK\$9,669,287 (2012: HK\$15,553,926). The accumulated post-acquisition profits as at the end of the reporting period of the subsidiary attributable to the Company not dealt with in the financial statements amounted to HK\$3,410,329 (2012: accumulated post-acquisition losses of HK\$6,258,958).

9. CASH AT BANK

Cash at bank earns interest at floating rates based on daily bank deposits rates. Cash at bank is deposited with a creditworthy bank with no recent history of default. The carrying amount of cash at bank approximates to its fair value.

10. SHARE CAPITAL

	2013 HK\$	2012 HK\$
Authorised, issued and fully paid:		
10,000,000 ordinary shares of HK\$0.01 each	<u>100,000</u>	<u>100,000</u>

11. RELATED PARTY TRANSACTIONS

(a) Outstanding balances with related parties

The amount due to a fellow subsidiary is unsecured, interest-free and has no fixed terms of repayment. The carrying amount of the balance approximates to its fair value.

(b) Compensation of key management personnel of the Company

The key management personnel of the Company are the directors, who did not receive any remuneration for their services to the Company.

12. FINANCIAL RISK MANAGEMENT OBJECTIVES AND POLICIES

The Company's exposure to credit risk and liquidity risk arises in the normal course of its business. These risks are managed by the Company's financial management policies and practices described below:

Credit risk

The credit risk of the Company's financial asset, which comprise cash at bank, arises from the default of the counterparties, with a maximum exposure equal to the carrying amount of this instrument.

Liquidity risk

The maturity profile of the Company's financial liabilities as at the end of the reporting period, based on the contractual undiscounted payments, was as follows:

	2013		
	No fixed terms of repayment HK\$	Less than 3 months HK\$	Total HK\$
Due to a fellow subsidiary	3,970,130	-	3,970,130
Accruals	-	17,000	17,000
	<u>3,970,130</u>	<u>17,000</u>	<u>3,987,130</u>
	2012		
	No fixed terms of repayment HK\$	Less than 3 months HK\$	Total HK\$
Due to a fellow subsidiary	3,970,130	-	3,970,130
Accruals	-	17,000	17,000
	<u>3,970,130</u>	<u>17,000</u>	<u>3,987,130</u>

31 March 2013

12. FINANCIAL RISK MANAGEMENT OBJECTIVES AND POLICIES (continued)

Capital management

The primary objective of the Company's capital management is to safeguard the Company's ability to continue as a going concern. The directors consider that the Company is a going concern because a fellow subsidiary, Laws Textile Industrial Limited, of the Company has agreed not to demand repayment from the Company unless it has sufficient resources.

13. APPROVAL OF THE FINANCIAL STATEMENTS

The financial statements were approved and authorised for issue by the board of directors on 12 November 2013.

THE FOLLOWING INFORMATION DOES NOT FORM PART OF THE
AUDITED FINANCIAL STATEMENTS

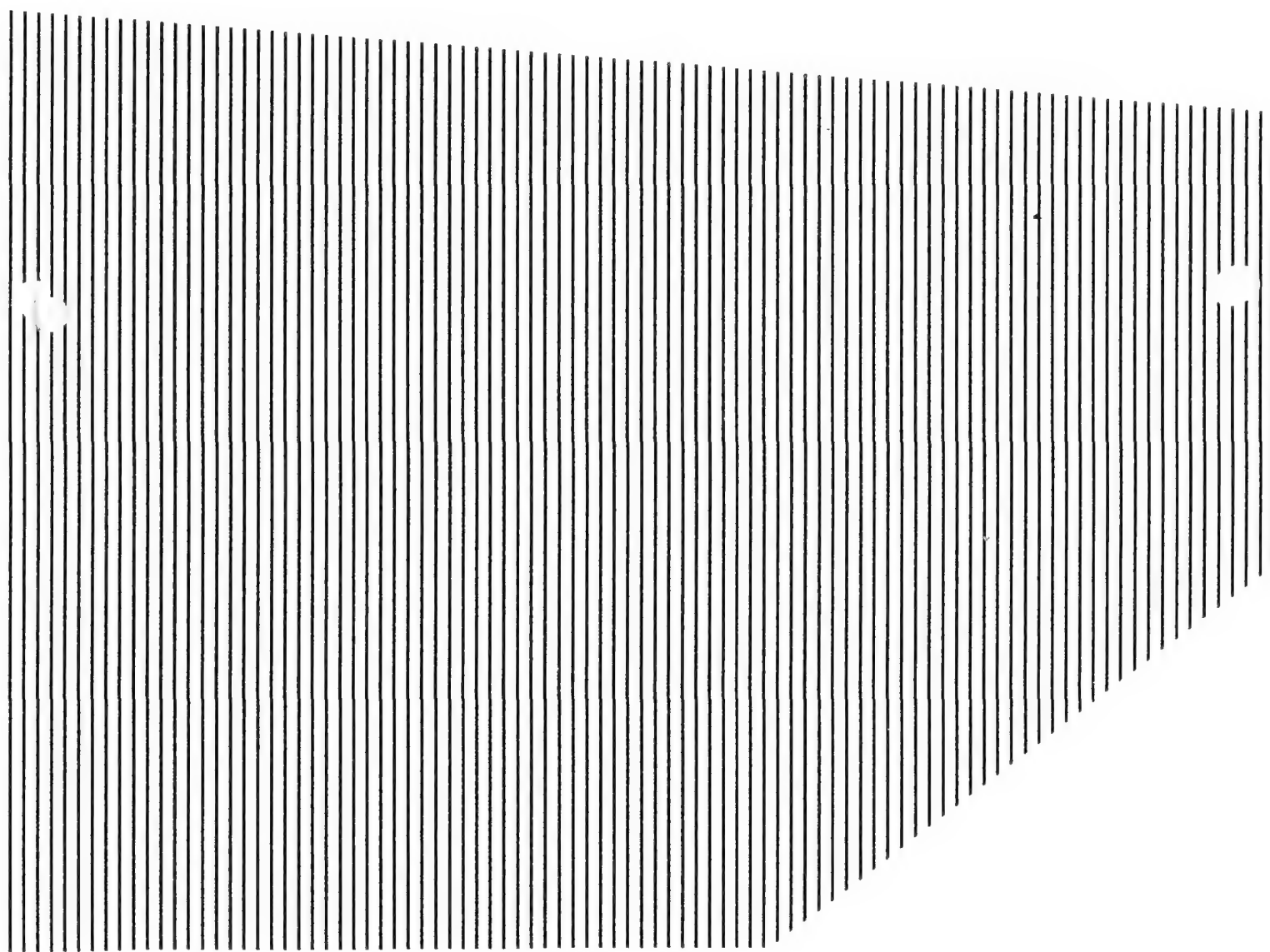
(For management information purposes only)

LAWS GARMENTS LIMITED

DETAILED STATEMENT OF COMPREHENSIVE INCOME

Year ended 31 March 2013

	2013 HK\$	2012 HK\$
Revenue	-	-
Bank interest income	1	2
Administrative expenses:		
Auditors' remuneration	14,241	14,443
Legal and professional fees	8,900	3,200
Sundry expenses	555	2,555
	<u>23,696</u>	<u>20,198</u>
Other operating expense:		
Foreign exchange differences, net	-	8,662
Finance costs:		
Bank charges	<u>400</u>	<u>1,755</u>
Loss before tax	(24,095)	(30,613)
Income tax	-	-
Loss for the year and total comprehensive loss for the year	<u>(24,095)</u>	<u>(30,613)</u>



ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ
အမျိုးသားစီမံကိန်းနှင့် စီးပွားရေးဖွံ့ဖြိုးတိုးတက်မှုဝန်ကြီးဌာန

ကုမ္ပဏီမှတ်ပုံတင်လက်မှတ် (ယာယီ)

အမှတ် / ၂၀၁၄-၂၀၁၅

မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေအရ ကာရစ်(စ်)မ အဲ့ပရဲ(လ်) မြန်မာ
..... ကုမ္ပဏီ လီမိတက် အား ပေးရန်တာဝန် ကန့်သတ်ထားသော လီမိတက်
ကုမ္ပဏီအဖြစ် ၂၀၁၄ ခုနှစ်၊ ဇူလိုင်လ၊ ရက်နေ့တွင် ယာယီမှတ်ပုံတင်ခွင့်
ပြုလိုက်သည်။

ညွှန်ကြားရေးမှူးချုပ်(ကိုယ်စား)
(မျိုးမင်း ၊ ညွှန်ကြားရေးမှူး)
ရင်းနှီးမြှုပ်နှံမှုနှင့်ကုမ္ပဏီများညွှန်ကြားမှုဦးစီးဌာန

THE GOVERNMENT OF THE REPUBLIC OF THE UNION OF MYANMAR
MINISTRY OF NATIONAL PLANNING AND ECONOMIC DEVELOPMENT

CERTIFICATE OF INCORPORATION (TEMPORARY)

NO. 13 FC of 2014 - 2015

I hereby certify that **KARISMA APPAREL (MYANMAR)**

COMPANY LIMITED.

..... is this day incorporated
under the Myanmar Companies Act and that the company is Limited.



Temporarily given under my hand at Nay Pyi Taw this **SECOND** day
of **APRIL** **TWO THOUSAND AND FOURTEEN.**

myomin

For Director General,
(Myo Min - Director)

Directorate of Investment and Company Administration

ဤကုမ္ပဏီ မှတ်ပုံတင် လက်မှတ် (ယာယီ) သည် မှတ်ပုံတင်ရက်စွဲ
(၂-၄-၁၄)မှ(၁-၁၀-၁၄)ရက်နေ့အထိ (၆)လသက်တမ်းအတွက်သာ
ဖြစ်သည်။ ယာယီသက်တမ်း မကုန်ဆုံးမီ အမြဲတမ်းမှတ်ပုံတင် လက်မှတ်
(မူရင်း)နှင့် လဲလှယ်ရမည်ဖြစ်ပါသည်။


ညွှန်ကြားရေးမှူးချုပ်(ကိုယ်စား)
(သိတာအောင်၊ ဒုတိယညွှန်ကြားရေးမှူး)


6 APR 2014

THE GOVERNMENT OF THE REPUBLIC OF THE UNION OF MYANMAR
MINISTRY OF NATIONAL PLANNING AND ECONOMIC DEVELOPMENT



FORM 1
FORM OF PERMIT (TEMPORARY)
(See section 27 A)

Permit No. 13 FC/2014-2015

Date 2nd April, 2014.

★ The Ministry of National Planning and Economic Development of the Government of the Republic of the Union of Myanmar in pursuance of the Myanmar Companies Act hereby grants a permit to the **KARISMA APPAREL (MYANMAR) COMPANY LIMITED.** in respect

of which particulars are detailed below, to carry on its business within the Republic of the Union of Myanmar subject to the provisions contained in the said Act.

- | | |
|---|---|
| (1) Name of the Company | Karisma Apparel (Myanmar) Co., Ltd. |
| (2) Country of incorporation of the company. | The Republic of the Union of Myanmar |
| (3) Location of the company's Head Office and / or Principal Office in the Republic of the Union of Myanmar. | No. 112 (1st Floor), 49th Street, Pazundaung Township, Yangon. |
| (4) The object for which the company is formed (field of business). | To produce knits woven and sweater products as per MIC Permit. |
| (5) (a) The amount of Capital and the number of shares into which the Capital is divided. | US \$ 1,000,000 divided into 1,000,000 shares of US \$ 1 each. |
| (b) If more than one class of shares is authorised, the description of each class. | Only one class. |
| (6) The names, addresses and nationality of the directors. | As per List attached. |
| (7) The maximum amount of indebtedness which may be incurred by the company and also a prohibition against the contracting of debts in excess of that amount. | As per conditions attached. |
| (8) Period of validity of permit. | April 2, 2014 to October 1, 2014. (SIX MONTHS) |
| (9) Statement of compliance with legal requirements for issue of Capital including the amount to be paid in before business is commenced. | As per conditions attached. |
| (10) Statement of compliance with such conditions as may be prescribed. | The conditions attached to the permit and conditions as may be prescribed from time to time are also to be strictly adhered to by the company. |

By order


For Director General,
(Myo Min - Director)

Directorate of Investment and Company Administration

.....
• The business objectives mentioned in the Memorandum of Association shall be allowed •
• to perform.If it is necessary, permit or license from relevant Union Ministries, depart- •
• ments and Organizations of the Republic of the Union of Myanmar must be obtained in accor- •
• dance with existing laws, rules and regulations. •
.....

မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေ

အစုရှယ်ယာများဖြင့် ပေးရန်တာဝန် ကန့်သတ်ထားသော အများနှင့် မသက်ဆိုင်သည့်ကုမ္ပဏီ

ကာရစ်(စ်)မအဲပရဲ(လ်) (မြန်မာ) ကုမ္ပဏီ လီမိတက်

၏

သင်းဖွဲ့မှတ်တမ်း

နှင့်

သင်းဖွဲ့စည်းမျဉ်းများ

❖❖❖❖

THE MYANMAR COMPANIES ACT

PRIVATE COMPANY LIMITED BY SHARES

Memorandum Of Association

AND

Articles Of Association

OF

KARISMA APPAREL (MYANMAR) COMPANY LIMITED

မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေ

အစုရှယ်ယာများဖြင့် ပေးရန်တာဝန် ကန့်သတ်ထားသော အများနှင့် မသက်ဆိုင်သည့် ကုမ္ပဏီ

ကာရစ်(စ်)မအဲပရဲ(လ်) (မြန်မာ) ကုမ္ပဏီ လီမိတက်

၏

သင်းဖွဲ့မှတ်တမ်း

❖❖❖❖❖❖

၁။ ကုမ္ပဏီ၏အမည်သည် ကာရစ်(စ်)မအဲပရဲ(လ်) (မြန်မာ) ကုမ္ပဏီ
လီမိတက် ဖြစ်ပါသည်။

၂။ ကုမ္ပဏီ၏ မှတ်ပုံတင် အလုပ်တိုက်သည် ပြည်ထောင်စု မြန်မာနိုင်ငံတော်အတွင်း တည်ရှိရမည်။

၃။ ကုမ္ပဏီ တည်ထောင်ခြင်း၏ ရည်ရွယ်ချက်များမှာ တစ်ဖက်စာမျက်နှာပါအတိုင်းဖြစ်ပါသည်။

၄။ အစုဝင်များ၏ ပေးရန်တာဝန်ကို ကန့်သတ်ထားသည်။

၅။ ကုမ္ပဏီ၏ သတ်မှတ်မတည်ငွေရင်းသည် အမေရိကန်ဒေါ်လာ ၁,၀၀၀,၀၀၀-(
အမေရိကန်ဒေါ်လာ တစ်သိန်း တိတိ) ဖြစ်၍အမေရိကန်ဒေါ်လာ ၁/-(
အမေရိကန်ဒေါ်လာ တစ် တိတိ) တန် အစုရှယ်ယာပေါင်း (၁,၀၀၀,၀၀၀) ခွဲထားပါသည်။ကုမ္ပဏီ၏
ရင်းနှီးငွေကို ကုမ္ပဏီ၏ စည်းမျဉ်းများနှင့်လက်ရှိတရားဝင် တည်ဆဲဖြစ်နေသောတရားဥပဒေ
အထွေထွေပဌာန်းချက်များနှင့်အညီ သင်းလုံးကျွတ် အစည်းအဝေး၌ တိုးမြှင့်နိုင်ခွင့်၊ လျှော့ချနိုင်ခွင့်နှင့် ပြင်ဆင်နိုင်ခွင့်
အာဏာရှိစေရမည်။

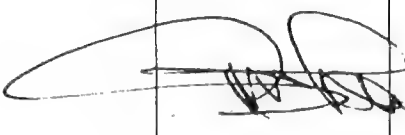

၆။ ကုမ္ပဏီတည်ထောင်ခြင်း၏ ရည်ရွယ်ချက်များမှာ

- ၁။ ကုန်ကြမ်းတင်သွင်းခြင်း (ပိတ်စ၊ ပိတ်ဖြတ်စညှပ်စ)၊
- ၂။ ကုန်ကြမ်းလက်ခံထိန်းသိမ်းထားသိုခြင်း၊
- ၃။ ကုန်ကြမ်းအမျိုးအစားခွဲခြားခြင်းနှင့် စစ်ဆေးခြင်း၊
- ၄။ ပိတ်စဖြန့်ဖြူးခြင်းနှင့် ပိတ်စဖြတ်ညှပ်ခြင်း၊
- ၅။ ဖြတ်စအခြမ်းများစစ်ဆေးခြင်းနှင့် ပိတ်စအနာအစာလဲလှယ်ခြင်း၊
- ၆။ ဆေးဆိုးပန်းရိုက်ခြင်း နှင့် ပန်းထိုးခြင်း၊
- ၇။ စက်တန်း (အထည်ချုပ်စက်တန်း)၊
- ၈။ စက်တန်းအတွင်းအရည်အသွေး စစ်ဆေးခြင်း၊
- ၉။ ရေလျှော်ခြင်း၊
- ၁၀။ ချည်မွှေးညှပ်ခြင်း၊
- ၁၁။ ကြယ်သီးပေါက်ဖောက်ခြင်း၊ ကြယ်သီးတပ်ခြင်း၊ စနပ်ကြယ်သီးတပ်ခြင်းနှင့် အပြီးသတ်ခြင်း၊
- ၁၂။ နောက်ဆုံးအပြီးသတ်စစ်ဆေးခြင်း၊
- ၁၃။ မီးပူတိုက်ခြင်း၊
- ၁၄။ တံဆိပ်ကပ် / ဈေးနှုန်းကပ် ချိတ်ခြင်း၊
- ၁၅။ အထည်ခေါက်ခြင်းနှင့် အိတ်ထည်ပါကပ်ပိတ်ခြင်း၊
- ၁၆။ အပ်ကျိုးနှင့် အပ်အပိုင်းအစစစ်ဆေးခြင်း၊
- ၁၇။ စက္ကူပုံးပြုလုပ်ခြင်းနှင့် ပြင်ဆင်ခြင်း၊
- ၁၈။ စက္ကူပုံးပါကပ်ပိတ်ခြင်း၊
- ၁၉။ အရည်အသွေးစစ်ဆေးခြင်း၊
- ၂၀။ အရည်အသွေးပြည့်မီသည့် ကုန်ပစ္စည်းများအား သိုလှောင်ခြင်း၊
- ၂၁။ ထုတ်လုပ်ပြီးစီးသော အရည်အသွေးမှီ ကုန်ပစ္စည်းများ (အထည်များ) အား နိုင်ငံခြားသို့ တင်ပို့ခြင်း။

၇။ ကုမ္ပဏီမှ သင့်တော်လျှောက်ပတ်သည်ဟု ယူဆပါက ကုမ္ပဏီ၏ စီးပွားရေးလုပ်ငန်းတွင် အကျိုးရှိ စေရန် အတွက် မည်သည့်ပုဂ္ဂိုလ်၊ စီးပွားရေးအဖွဲ့အစည်း၊ ကုမ္ပဏီ၊ ဘဏ်၊ သို့မဟုတ်၊ ငွေကြေး အဖွဲ့အစည်း ထံမှမဆို ငွေချေးယူရန်။


ခြွင်းချက်။ ကုမ္ပဏီသည် အထက်ဖော်ပြပါ ရည်ရွယ်ချက်များကို ပြည်ထောင်စုသမ္မတနိုင်ငံတော် အတွင်း၌ ဖြစ်စေ၊ အခြားမည်သည့် အရပ်ဒေသ၌ဖြစ်စေ၊ အချိန်ကာလအလိုက် တည်မြဲနေသော တရားဥပဒေများ၊ အမိန့်ကြော်ငြာစာများ၊ အမိန့်များက ခွင့်ပြုထားသည့် လုပ်ငန်းများမှအပ အခြားလုပ်ငန်း များကို လုပ်ကိုင်ဆောင်ရွက်ခြင်းမပြုပါ။ ထို့အပြင် ပြည်ထောင်စု သမ္မတမြန်မာနိုင်ငံတော်အတွင်း၌ အချိန် ကာလအားလျော်စွာ တည်မြဲနေသည့် တရားဥပဒေ ပြဋ္ဌာန်းချက်များ၊ အမိန့်ကြော်ငြာစာများ၊ အမိန့်များနှင့် လျော်ညီသင့်တော်ခြင်း သို့မဟုတ်၊ ခွင့်ပြုထားခြင်းရှိမှသာလျှင် လုပ်ငန်းများကို ဆောင်ရွက်မည်ဟု ခြွင်းချက်ထား ရှိပါသည်။

အောက်တွင် အမည်၊ နိုင်ငံသား၊ နေရပ်နှင့် အကြောင်းအရာစုံလင်စွာပါသော ဇယားတွင် လက်မှတ်ရေးထိုးသူ ကျွန်ုပ်တို့ကိုယ်စီကိုယ်တိုင် ဤသင်းဖွဲ့မှတ်တမ်းအရ ကုမ္ပဏီတစ်ခုဖွဲ့စည်းရန် လိုလားသည့်အလျောက် ကျွန်ုပ်တို့၏ အမည်အသီးသီးနှင့် ယှဉ်တွဲ၍ပြထားသော အစုရှယ်ယာများကို ကုမ္ပဏီ၏မတည်ရင်းနှီးငွေတွင် ထည့်ဝင်ရယူကြရန် သဘောတူကြပါသည်။

စဉ်	အစုထည့်ဝင်သူများ၏အမည်၊ နေရပ်လိပ်စာနှင့်အလုပ်အကိုင်	နိုင်ငံသားနှင့် အမျိုးသား မှတ်ပုံတင်အမှတ်	ဝယ်ယူသော အစုရှယ်ယာ ဦးရေ	ထိုးမြဲလက်မှတ်
1.	Concept 2001 (Sportswear) Company Limited 36 th Floor, Laws Commercial Plaza, 788 Cheung Sha Wan Road, Lai Chi Kok Kowloon, Hong Kong. Representative by : Mr. PAU Chung Keung Flat 4, 21 st Floor, Block A, Yuet Lai Court, Lai King, Kowloon, Hong Kong.	Incorporated in Hong Kong. Chinese KJ 0104804	149,999	
2.	Laws Garments Limited 36 th Floor, Laws Commercial Plaza, 788 Cheung Sha Wan Road, Lai Chi Kok Kowloon, Hong Kong. Representative by : Mr. LEUNG Chun Fai Flat B, 27 th Floor, Tower 2, Hill Paramount, 18 Hin Tai Street, Shatin, New Territories, Hong Kong.	Incorporated in Hong Kong Chinese KJ 0080927	1	
Total			150,000	



ရန်ကုန် မြို့။ နေ့စွဲ။ ၂၀၁၃ ခုနှစ်၊ ဓမ္မစင်္ကြာလ၊ ၅ ရက်။
အထက်ပါလက်မှတ်ရှင်များသည် ကျွန်ုပ်တို့၏ရှေ့မှောက်တွင်
လက်မှတ်ရေးထိုးကြပါသည်။


U Tin Win
(CPA No. 123)
U TIN WIN GROUP
Certified Public Accountants

ကာရစ်(စ်)မအဲ့ပရဲ(လ်)မြန်မာ ကုမ္ပဏီလီမိတက်

၏

သင်းဖွဲ့စည်းမျဉ်းများ



- ၁။ ဤသင်းဖွဲ့စည်းမျဉ်းနှင့် လိုက်လျောညီထွေ မဖြစ်သည့်စည်းမျဉ်းများမှအပ၊ မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေ နောက်ဆက်တွဲ ပထမဇယားပုံစံ 'က' ပါ စည်းမျဉ်းများသည် ဤကုမ္ပဏီနှင့် သက်ဆိုင်စေရမည်။ မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေ ပုဒ်မ ၁၇ (၂) တွင် ဖော်ပြပါရှိသည့် မလိုက်နာ မနေရ စည်းမျဉ်းများသည် ဤကုမ္ပဏီနှင့် အစဉ်သဖြင့် သက်ဆိုင်စေရမည်။

အများနှင့် မသက်ဆိုင်သော ကုမ္ပဏီ

- ၂။ ဤကုမ္ပဏီသည်အများနှင့် မသက်ဆိုင်သည့် ကုမ္ပဏီဖြစ်၍ အောက်ပါသတ်မှတ်ချက်များသည် အကျိုးသက်ရောက်စေရမည်။
- (က) ဤကုမ္ပဏီက ခန့်အပ်ထားသော ဝန်ထမ်းများမှအပ၊ ဤကုမ္ပဏီ၏ အစုရှင်အရေအတွက်ကို ငါးဆယ် အထိသာ ကန့်သတ်ထားသည်။
- (ခ) ဤကုမ္ပဏီ၏ အစုရှယ်ယာ သို့မဟုတ် ဒီဘင်ချာ သို့မဟုတ် ဒီဘင်ချာစတော့(ခ) တစ်ခုခုအတွက် ငွေထည့်ဝင်ရန် အများပြည်သူတို့အား ကမ်းလှမ်းခြင်း မပြုလုပ်ရန်အတွက် တားမြစ်ထားသည်။

မ, တည်ရင်းနှီးငွေနှင့် အစုရှယ်ယာများ

- ၃။ ကုမ္ပဏီ၏ သတ်မှတ် မ,တည် ငွေရင်းမှာ အမေရိကန်ဒေါ်လာ ၁,၀၀၀,၀၀၀ (အမေရိကန်ဒေါ်လာ တစ်သန်း တိတိ) ဖြစ်၍ အမေရိကန်ဒေါ်လာ ၁ (အမေရိကန်ဒေါ်လာ တစ် တိတိ)တန် အစုရှယ်ယာပေါင်း (၁,၀၀၀,၀၀၀) ခွဲထားပါသည်။ ကုမ္ပဏီ၏ ရင်းနှီးငွေကို ကုမ္ပဏီ၏ စည်းမျဉ်းများနှင့် လက်ရှိ တရားဝင် တည်ဆဲဖြစ်နေသော တရားဥပဒေ ပြဋ္ဌာန်းချက်များနှင့်အညီ အထွေထွေ သင်းလုံးကျွတ်အစည်းအဝေး၌ တိုးမြှင့်ခွင့်၊ လျှော့ချနိုင်ခွင့်နှင့် ပြင်ဆင်နိုင်ခွင့် အာဏာရှိစေရမည်။
- ၄။ မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေပါ ပြဋ္ဌာန်းချက်များကို မထိခိုက်စေလျက် အစုရှယ်ယာများသည် ဒါရိုက်တာ များ၏ ကြီးကြပ်ကွပ်ကဲမှုအောက်တွင် ရှိစေရမည်။ ၎င်းဒါရိုက်တာများသည် သင့်လျော်သော ပုဂ္ဂိုလ်များအား သတ်မှတ်ချက် အခြေအနေ တစ်စုံတစ်ရာဖြင့် အစုရှယ်ယာများကို ခွဲဝေချထားခြင်း သို့မဟုတ် ထုခွဲရောင်းချခြင်း တို့ကို ဆောင်ရွက်နိုင်သည်။

- ၅။ အစုရှယ်ယာ လက်မှတ်များကို အထွေထွေမန်နေဂျာ သို့မဟုတ် ဒါရိုက်တာ အဖွဲ့က သတ်မှတ်သည့် အခြားပုဂ္ဂိုလ်များက လက်မှတ်ရေးထိုး၍ ကုမ္ပဏီ၏ တံဆိပ် ရိုက်နှိပ် ထုတ်ပေးရမည်။ အစုရှယ်ယာ လက်မှတ်သည် ပုံပန်းပျက်ခြင်း၊ ပျောက်ဆုံးခြင်း၊ သို့မဟုတ် ပျက်စီးခြင်းဖြစ်ပါက အစိုးရအဖွဲ့ ပြန်လည်အသစ်ပြုလုပ်ပေးမှုကို သော်လည်းကောင်း၊ ဒါရိုက်တာများက သင့်လျော်သည်ဟု ယူဆသော အခြားသက်သေခံ အထောက်အထား တစ်စုံတစ်ရာကို တင်ပြ စေ၍သော်လည်းကောင်းထုတ်ပေးနိုင်သည်။ ကွယ်လွန်သွားသော အစုရှယ်ယာရှင်တစ်ဦး၏ တရားဝင်ကိုယ်စား လှယ်ကို ဒါရိုက်တာ များကအသိအမှတ်ပြုပေးရမည်ဖြစ်သည်။
- ၆။ ဒါရိုက်တာများသည် အစုရှင်များက ၎င်းတို့၏ အစုရှယ်ယာများအတွက် ပေးသွင်းရသေးသော ငွေများကို အခါ အားလျော်စွာတောင်းဆိုနိုင်သည်။ အစုရှင်တိုင်းကလည်း ၎င်းတို့ထံတောင်းဆိုသည့် အကြိမ်တိုင်းအတွက် ဒါရိုက်တာ များက သတ်မှတ်သည့်အချိန်နှင့်နေရာတွင် ပေးသွင်းစေရန် တာဝန်ရှိစေရမည်။ ဆင့်ခေါ်မှုတစ်ခုအတွက်အရစ်ကျ ပေးသွင်းစေခြင်း၊ သို့မဟုတ်ပယ်ဖျက်ခြင်း သို့မဟုတ် ရွှေ့ဆိုင်းခြင်းတို့ကို ဒါရိုက်တာများက သတ်မှတ်နိုင်သည်။

ဒါရိုက်တာများ

- ၇။ သင်းလုံးကျွတ် အစည်းအဝေးက တစ်စုံတစ်ရာ သတ်မှတ်ပြဋ္ဌာန်းမှု မပြုလုပ်သမျှ ဒါရိုက်တာများ၏ အရေအတွက်သည် (၂) ဦးထက်မနည်း (၁၃) ဦးထက်မများစေရ။
ပထမဒါရိုက်တာများသည် -
(၁) Mr.Cheung Kwok Wing David
(၂) Mr.Pau Chung Keung
(၃) Mr.Leung Chun Fai
(၄)
(၅)

တို့ဖြစ်ကြပါသည်။

- ၈။ ဒါရိုက်တာများသည် ၎င်းတို့အနက်မှ တစ်ဦးကို မန်နေဂျင်းဒါရိုက်တာ အဖြစ် အချိန်အခါအလိုက် သင့်လျော်သော သတ်မှတ်ချက်များ၊ ဉာဏ်ပူဇော်ခများဖြင့် ခန့်ထားရမည်ဖြစ်ပြီး အခါအားလျော်စွာ ဒါရိုက်တာအဖွဲ့က ပေးအပ်သော အာဏာများ အားလုံးကို ၎င်းကအသုံးပြုနိုင်သည်။
- ၉။ ဒါရိုက်တာတစ်ဦးဖြစ်မြောက်ရန် လိုအပ်သော အရည်အချင်းသည် ကုမ္ပဏီ၏ အစုရှယ်ယာ အနည်းဆုံး (-)ခုကို ပိုင်ဆိုင်ခြင်းဖြစ်၍ ၎င်းသည် မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေပုဒ်မ ၈၅ ပါ ပြဋ္ဌာန်းချက်များကို လိုက်နာရန် တာဝန်ရှိသည်။
- ၁၀။ အစုရှယ်ယာများ လွှဲပြောင်းရန် တင်ပြချက်ကို မည်သည့် အကြောင်းပြချက်မျှ မပေးဘဲ ဒါရိုက်တာအဖွဲ့သည် ၎င်းတို့ပြည့်စုံ၍ ချုပ်ချယ်ခြင်းကင်းသော ဆင်ခြင်တွက်ဆမှုဖြင့် မှတ်ပုံတင်ရန် ငြင်းဆိုနိုင်သည်။

ဒါရိုက်တာများ၏ ဆောင်ရွက်ချက်များ

- ၁၁။ ဒါရိုက်တာများသည် ၎င်းတို့ သင့်လျော်သည် ထင်မြင်သည့်အတိုင်း လုပ်ငန်းဆောင်ရွက်ရန် တွေ့ဆုံ ဆွေးနွေးခြင်း၊ အစည်းအဝေး ရွှေ့ဆိုင်းခြင်း၊ အချိန်မှန်စည်းဝေးခြင်း၊ အစည်းအဝေးအထမြောက်ရန် အနည်းဆုံး ဒါရိုက်တာ ဦးရေသတ်မှတ်ခြင်းတို့ကို ဆောင်ရွက်နိုင်သည်။ ယင်းသို့ မသတ်မှတ်ပါက ဒါရိုက်တာနှစ်ဦးတက်ရောက်လျှင် အစည်းအဝေးထမြောက်ရမည်။ အစည်းအဝေးတွင် မည်သည့်ပြဿနာမဆို ပေါ်ပေါက်ပါက မန်နေဂျင်းဒါရိုက်တာ၏ အဆုံးအဖြတ်သည်အတည်ဖြစ်ရမည်။ မည်သည့် ကိစ္စများကိုမဆို မဲခွဲဆုံးဖြတ်ရာတွင် မဲအရေအတွက် တူနေပါက သဘာပတိသည် ဒုတိယမဲ သို့မဟုတ် အနိုင်မဲကို ပေးနိုင်သည်။
- ၁၂။ ဒါရိုက်တာများ၏ အစည်းအဝေးကို မည်သည့်ဒါရိုက်တာကမဆို အချိန်မရွေး ခေါ်နိုင်သည်။

၁၃။ ဒါရိုက်တာအားလုံးက လက်မှတ်ရေးထိုးထားသော ရေးသားထားသည့်ဆုံးဖြတ်ချက်တစ်ရပ်သည် နည်းလမ်းတကျ ခေါ်ယူကျင်းပသော အစည်းအဝေးက အတည်ပြုသည့် ဆုံးဖြတ်ချက်ကိုသို့ပင် ကိစ္စအားလုံး အတွက် အကျိုး သက်ရောက်စေရမည်။

ဒါရိုက်တာများ၏ လုပ်ပိုင်ခွင့်နှင့်တာဝန်များ

၁၄။ မြန်မာနိုင်ငံ ကုမ္ပဏီများအက်ဥပဒေ နောက်ဆက်တွဲဇယားပုံစံ (က)ပါ စည်းမျဉ်းအပိုဒ် ၇၁ တွင် ပေးအပ်ထားသော အထွေထွေ အာဏာများကို မထိခိုက်စေဘဲဒါရိုက်တာများသည် အောက်ဖော်ပြပါ အာဏာများ ရှိရမည်ဟု အတိအလင်း ထုတ်ဖော်ကြေညာသည်။ အာဏာဆိုသည်မှာ -

- (၁) ဒါရိုက်တာများက သင့်လျော်သည်ဟုယူဆသော တန်ဖိုးနှင့်စည်းကမ်းများ၊ အခြေအနေများ သတ်မှတ်၍ ကုမ္ပဏီကရယူရန်အာဏာရှိသည့် မည်သည့်ပစ္စည်း၊ အခွင့်အရေးများ၊ အခွင့်အလမ်းများကိုမဆိုဝယ်ယူရန် သို့မဟုတ် အခြားနည်းလမ်းများဖြင့်ရယူပိုင်ဆိုင်ရန်အပြင် ကုမ္ပဏီကပိုင်ဆိုင်ခွင့်ရှိသောမည်သည့်ပစ္စည်း၊ အခွင့်အရေးများ၊ အခွင့်အလမ်းများကိုမဆို သင့်တော်သောစည်းကမ်းချက်များ သတ်မှတ်၍ရောင်းချခြင်း၊ အငှားချခြင်း၊ စွန့်လွှတ်ခြင်း၊ သို့မဟုတ် အခြားနည်းလမ်းများဖြင့် ဆောင်ရွက်ခြင်းတို့ကို ပြုလုပ်ရန်။
- (၂) သင့်လျော်သောစည်းကမ်းသတ်မှတ်ချက်များဖြင့်ငွေကြေးများကိုချေးငှားရန် သို့မဟုတ်အဆိုပါချေးငှား သော ငွေကြေးများကို ပြန်လည်ပေးဆပ်ရန်အတွက် အာမခံများထားရှိရန်အပြင်၊ အထူးသဖြင့် ဤကုမ္ပဏီ၏ ဒီဘင်ချာများ၊ ဒီဘင်ချာစဘော(စ်)များ၊ ခေါ်ယူခြင်းမပြုရသေးသော ရင်းနှီးငွေများအပါအဝင် ယခုလက်ရှိ နှင့် နောင်ရှိမည့် ပစ္စည်းများအားလုံး သို့မဟုတ် တစ်စိတ်တစ်ဒေသကို အပေါင်ပြု၍ ထုတ်ဝေရန်။
- (၃) ဤကုမ္ပဏီက ရယူထားသော အခွင့်အရေးများ သို့မဟုတ် ဝန်ဆောင်မှုများအတွက် အားလုံး သို့မဟုတ် တစ်စိတ်တစ်ဒေသကို ငွေကြေးအားဖြင့် ပေးချေရန်၊ သို့မဟုတ် အစုရှယ်ယာများ၊ ငွေချေးစာချုပ်များ၊ ဒီဘင်ချာများ သို့မဟုတ် ဤကုမ္ပဏီ၏အခြားသော အာမခံစာချုပ်များကို ထုတ်ပေးရန်၊ ထို့အပြင် အဆိုပါ အစုရှယ်ယာများ ထုတ်ပေးရာ၌ ငွေအပြည့် ပေးသွင်းပြီးသော အစုရှယ်ယာအနေဖြင့် သော်လည်းကောင်း၊ တစ်စိတ်တစ်ဒေသ ပေးသွင်းပြီးသော အစုရှယ်ယာများ အနေဖြင့်သော်လည်းကောင်း သဘောတူညီသကဲ့သို့ ထုတ်ဝေပေးရန်နှင့် အဆိုပါ ငွေချေးစာချုပ်များ၊ ဒီဘင်ချာများ သို့မဟုတ် ကုမ္ပဏီ၏ အခြားသော အာမခံ စာချုပ်များဖြင့် ထုတ်ဝေပေးရာ၌ ခေါ်ဆိုခြင်း မပြုရသေးသော ရင်းနှီးငွေများ အပါအဝင် ဤကုမ္ပဏီ၏ ပစ္စည်းအားလုံး သို့မဟုတ် တစ်စိတ်တစ်ဒေသကို အပေါင်ပြု၍ဖြစ်စေ၊ ထိုကဲ့သို့မဟုတ်ဘဲဖြစ်စေ ထုတ်ပေးရန်။
- (၄) ဤကုမ္ပဏီနှင့် ပြုလုပ်ထားသော ကန်ထရိုက်စာချုပ်များ၊ တာဝန်ယူထားသည့်လုပ်ငန်းများ ပြီးစီးအောင် ဆောင်ရွက်စေခြင်း အလို့ငှာခေါ်ယူခြင်း မပြုရသေးသော ရင်းနှီးငွေများ အပါအဝင် ဤကုမ္ပဏီ၏ ပစ္စည်းရပ်များ အားလုံး သို့မဟုတ် တစ်စိတ်တစ်ဒေသကို ပေါင်နှံ၍ သော်လည်းကောင်း၊ အပေါင်ပြု၍ သော်လည်းကောင်း သို့မဟုတ် အစုရှယ်ယာများအတွက် ငွေများ တောင်းခံခေါ်ယူ၍ သော်လည်းကောင်း ခွင့်ပြုရန် သို့မဟုတ် သင့်လျော်သည့်အတိုင်း ဆောင်ရွက်ရန်။
- (၅) မန်နေဂျာများ၊ အတွင်းရေးမှူးများ၊ အရာရှိများ၊ စာရေးများ၊ ကိုယ်စားလှယ်များနှင့် ဝန်ထမ်းများကိုအမြဲ တမ်း၊ ယာယီ သို့မဟုတ် အထူးကိစ္စရပ်များအတွက်ခန့်ထားခြင်း၊ ရပ်စဲခြင်း၊ ဆိုင်းငံ့ခြင်းများအတွက်လည်း ကောင်း အဆိုပါ ပုဂ္ဂိုလ်တို့၏တာဝန်များ၊ အာဏာများ၊ လစာငွေများ၊ အခြားငွေကြေးများကို သတ်မှတ် ရာ၌လည်းကောင်း၊ အာမခံပစ္စည်းများ တောင်းခံရာ၌လည်းကောင်း သင့်လျော်သလိုဆောင်ရွက်ရန်၊ ထို့ အပြင် အဆိုပါကိစ္စရပ်များအတွက် ကုမ္ပဏီ၏ မည်သည့်အရာရှိကိုမဆို ကိစ္စရပ်အားလုံးကို ဖြစ်စေ၊ တစ်စိတ် တစ်ဒေသကိုဖြစ်စေ ဒါရိုက်တာများ၏ကိုယ်စား ဆောင်ရွက်နိုင်ရေးအတွက် တာဝန်လွှဲအပ်ရန်။
- (၆) ဤကုမ္ပဏီ၏ ဒါရိုက်တာတစ်ဦးအား ဒါရိုက်တာရာထူးနှင့် တွဲဖက်၍ မန်နေဂျင်း ဒါရိုက်တာ၊ အထွေထွေ မန်နေဂျာ၊ အတွင်းရေးမှူး သို့မဟုတ် ဌာနခွဲ မန်နေဂျာအဖြစ် ခန့်ထားရန်။
- (၇) မည်သည့် အစုရှင်ထံမှမဆို ၎င်းတို့၏ အစုရှယ်ယာများအားလုံးကို ဖြစ်စေ၊ အချို့အဝက်ကိုဖြစ်စေ စွန့်လွှတ်ခြင်းအား သဘောတူညီသောစည်းကမ်းများဖြင့် လက်ခံရန်။

- (၈) ဤကုမ္ပဏီက ပိုင်ဆိုင်သော သို့မဟုတ် ပိုင်ဆိုင်ခွင့်ရှိသော သို့မဟုတ် အခြားအကြောင်းများကြောင့်ဖြစ်သော မည်သည့် ပစ္စည်းကိုမဆို ကုမ္ပဏီ၏ကိုယ်စား လက်ခံထိန်းသိမ်းထားရန်အတွက် မည်သည့်ပုဂ္ဂိုလ် သို့မဟုတ် ပုဂ္ဂိုလ်များကိုမဆို ခန့်ထားရန်နှင့် အဆိုပါ ယုံမှတ် အပ်နှံခြင်းများနှင့် ပတ်သက်၍ လိုအပ်သော စာချုပ် စာတမ်းများ ချုပ်ဆို ပြုလုပ်ရန်။
- (၉) ဤကုမ္ပဏီ၏ အရေးအရာများနှင့် စပ်လျဉ်း၍ ဤကုမ္ပဏီက ပြုလုပ်သော သို့မဟုတ် ဤကုမ္ပဏီအပေါ် သို့မဟုတ် ဤကုမ္ပဏီ၏ အရာရှိများအပေါ် ပြုလုပ်သော တရားဥပဒေအရ စွဲဆို ဆောင်ရွက်မှုများကို တရားစွဲဆို၊ အရေးယူ၊ ခုခံကာကွယ်ရန် သို့မဟုတ် ခွင့်လွှတ်ရန်၊ ထို့အပြင် ဤကုမ္ပဏီက ရရှိရှိသော ကြွေးမြီများနှင့် ဤကုမ္ပဏီအပေါ် တောင်းခံသော ကြွေးမြီများနှင့်ပတ်သက်၍ ပေးဆပ်ရန် အချိန်ကာလ ရွှေ့ဆိုင်းခွင့်ပြုခြင်း သို့မဟုတ် နှစ်ဦးနှစ်ဖက် သဘောတူ ကျေအေးခြင်းများ ပြုလုပ်ရန်။
- (၁၀) ဤကုမ္ပဏီက ပေးရန်ရှိသော သို့မဟုတ် ရရှိရှိသော ငွေတောင်းခံခြင်းများကို ဖြန့်ဖြေရေး ခုံသမာဓိထံသို့ ဖြေရှင်းရန်အတွက် အပ်နှံရန်အပြင် ဖြန့်ဖြေရေး ခုံသမာဓိ၏ ဆုံးဖြတ်ချက်အတိုင်း လိုက်နာဆောင်ရွက်ရန်။
- (၁၁) ဤကုမ္ပဏီက ရရှိရှိသောတောင်းဆိုချက်၊ တောင်းခံချက်များနှင့် ကုမ္ပဏီသို့ပေးရန်ရှိသော ငွေကြေးများအတွက် ပြေစာများ ပြုလုပ် ထုတ်ပေးခြင်း၊ လျှော်ပစ်ခြင်းနှင့် အခြားသောနည်းဖြင့်စွန့်လွှတ်ခြင်းများကို ပြုလုပ်ရန်။
- (၁၂) လွှဲစာရင်းခံရခြင်း၊ ကြွေးမြီ မဆပ်နိုင်ခြင်း ကိစ္စများနှင့် ပတ်သက်၍ ကုမ္ပဏီ၏ကိုယ်စား ဆောင်ရွက်ရန်။
- (၁၃) ငွေလွှဲစာတမ်းများ၊ ချက်လက်မှတ်များ၊ ဝန်ခံကတိစာချုပ်များ၊ ထပ်ဆင့် လက်မှတ်ရေးထိုးခြင်းများ၊ လျှော်ပစ် ခြင်းများ၊ ကန်ထရိုက် စာချုပ်များနှင့်စာရွက်စာတမ်းများကို ကုမ္ပဏီ၏ကိုယ်စား မည်သူက လက်မှတ် ရေးထိုးခွင့် ရှိသည်ကို စိစစ်သတ်မှတ်ရန်။
- (၁၄) ဒါရိုက်တာများက သင့်လျော်သည်ဟု ယူဆပါက သင့်လျော် လျှောက်ပတ်သောနည်းလမ်းများဖြင့် လတ်တလော အသုံးပြုရန် မလိုသေးသော ကုမ္ပဏီပိုင် ငွေများကို အာမခံပစ္စည်း ပါသည်ဖြစ်စေ၊ မပါသည်ဖြစ်စေ ရင်းနှီးမြှုပ်နှံ ထားရန်နှင့် စီမံခန့်ခွဲထားရန်။ ထို့အပြင် အချိန်ကာလအားလျော်စွာ မြှုပ်နှံထားသောငွေကို ပြန်လည်ရယူရန်နှင့် ပြင်ဆင်ပြောင်းလွှဲရန်။
- (၁၅) ဤကုမ္ပဏီ၏ အကျိုးအတွက် ငွေကြေး စိုက်ထုတ် ကုန်ကျခံထားသော ဒါရိုက်တာ သို့မဟုတ် အခြား ပုဂ္ဂိုလ်များက ကုမ္ပဏီ၏ (လက်ရှိနှင့် နောင်တွင်ရှိမည့်) ပစ္စည်းများကို ဤကုမ္ပဏီ၏ အမည်ဖြင့်ဖြစ်စေ၊ ဤကုမ္ပဏီ၏ ကိုယ်စားဖြစ်စေ ပေါင်နှံခြင်းကို သင့်လျော်သည်ဟု ယူဆပါက ဆောင်ရွက်ခွင့်ပြုရန်။ အဆိုပါ ပေါင်နှံခြင်းဆိုရာ၌ ရောင်းချနိုင်သည့် အာဏာနှင့် အခြားသော သဘောတူညီထားသည့် တရားဝင် သဘော တူညီချက်များနှင့် ဥပဒေပြဋ္ဌာန်းချက်များပါ ပါဝင်သည်။
- (၁၆) ဤကုမ္ပဏီကခန့်အပ်ထားသော မည်သည့်အရာရှိသို့မဟုတ် ပုဂ္ဂိုလ်ကိုမဆို အတိအကျဆောင်ရွက်ခဲ့သည့်လုပ်ငန်း သို့မဟုတ် ဆောင်ရွက်မှုတစ်ခုအတွက် ရရှိသော အမြတ်ငွေမှ ကော်မရှင်ပေးခြင်း သို့မဟုတ် ကုမ္ပဏီ၏ အထွေထွေ အမြတ်အစွန်းမှ ခွဲဝေပေး ခြင်းများ ပြုလုပ်ရန်နှင့် အဆိုပါကော်မရှင်များ၊ အမြတ်များခွဲဝေပေးခြင်း စသည်တို့ကို ဤကုမ္ပဏီ၏လုပ်ငန်းကုန်ကျစရိတ် တစ်စိတ်တစ်ဒေသအဖြစ် သတ်မှတ်ရန်။
- (၁၇) ဤကုမ္ပဏီ၏လုပ်ငန်းများ၊ အရာရှိများ၊ ဝန်ထမ်းများနှင့် အစုရှင်များအတွက် ထုတ်ပြန်ထားသော စည်းမျဉ်းများ၊ စည်းကမ်းချက်များ၊ စည်းကမ်းဥပဒေများကို အခါအားလျော်စွာ သတ်မှတ်ခြင်း၊ ပြင်ဆင်ခြင်း၊ ပြည့်စွက်ခြင်း များ ဆောင်ရွက်ရန်။
- (၁၈) ဤကုမ္ပဏီ၏လုပ်ငန်းအတွက် ဤကုမ္ပဏီ၏အမည်ဖြင့်ဖြစ်စေ၊ ဤကုမ္ပဏီ၏ကိုယ်စားဖြစ်စေ လိုအပ်သည်ဟု ယူဆလျှင် ညှိနှိုင်းဆွေးနွေးခြင်းနှင့် ကန်ထရိုက်စာချုပ် ချုပ်ဆိုခြင်းများကို ပြုလုပ်ရန်၊ ဖျက်သိမ်းရန်နှင့် ပြင်ဆင်ရန် အပြင် အဆိုပါ ဆောင်ရွက်ချက် စာချုပ်များနှင့် ကိစ္စရပ်များကိုလည်းကောင်း၊ ၎င်းတို့နှင့် စပ်လျဉ်းသော ကိစ္စရပ်များကို လည်းကောင်း လုပ်ကိုင်ဆောင်ရွက်ရန်။
- (၁၉) ဒါရိုက်တာများက သင့်လျော်လျှောက်ပတ်သည်ဟု ယူဆပါက ကုမ္ပဏီ၏ စီးပွားရေးလုပ်ငန်းတွင် အကျိုးရှိ စေရန်အတွက် မည်သည့် ပြည်တွင်းပြည်ပ ပုဂ္ဂိုလ်၊ စီးပွားရေး အဖွဲ့အစည်း၊ ကုမ္ပဏီ သို့မဟုတ် ဘဏ် သို့မဟုတ် ငွေကြေးအဖွဲ့အစည်းထံမှ မဆို ငွေချေးယူရန်။

အထွေထွေအစည်းအဝေးကြီးများ

၁၅။ ကုမ္ပဏီကိုဥပဒေအရ ဖွဲ့စည်းတည်ထောင်ပြီးသည့်နေ့မှ တစ်ဆယ့်ရှစ်လအတွင်း အထွေထွေသင်းလုံးကျွတ် အစည်းအဝေးကြီးကိုကျင်းပရမည်။ ထို့နောက် ဒါရိုက်တာအဖွဲ့က သတ်မှတ်ပေးသည့် အချိန်နှင့် နေရာများတွင် ပြက္ခဒိန်နှစ်တစ်နှစ်လျှင် အနည်းဆုံးတစ်ကြိမ် (နောက်ဆုံးကျင်းပသည့် အထွေထွေအစည်းအဝေးကြီးနှင့် တစ်ဆယ့်ငါးလထက် မပိုသည့်အချိန်၌) ကျင်းပရမည်။ သင်းလုံးကျွတ် အစည်းအဝေးစတင်၍ လုပ်ငန်းအတွက် ဆွေးနွေးချိန်တွင် အစည်းအဝေးအထောက်အကူရန် သတ်မှတ်သည့် အစုရှင်အရေအတွက် မတက်ရောက်သော မည်သည့်သင်းလုံးကျွတ် အစည်းအဝေးတွင်မဆို လုပ်ငန်းနှင့် ပတ်သက်၍ ဆုံးဖြတ်ဆောင်ရွက်ခြင်းမပြုရ။ ဤတွင်အခြားနည်း သတ်မှတ်ပြဋ္ဌာန်းခြင်း မရှိလျှင် ထုတ်ဝေထားသည့် မ၊တည် ရင်းနှီးငွေ အစုရှယ်ယာများ၏ ငါးဆယ်ရာခိုင်နှုန်းထက်မနည်း ပိုင်ဆိုင်ကြသည့် (နှစ်ဦးထက်မနည်းသော) အစုရှင်များ ကိုယ်တိုင်တက်ရောက်လျှင် လုပ်ငန်းကိစ္စအားလုံး ဆောင်ရွက်ရန် အတွက် အစည်းအဝေးအထောက်အကူသည့်ဦးရေဖြစ်သည်။ အကယ်၍ ကုမ္ပဏီတွင်အစုရှင်အရေအတွက် နှစ်ဦးတည်းသာရှိသည့် ကိစ္စတွင်မူ ထိုနှစ်ဦးတည်းသည်ပင်လျှင် အစည်းအဝေး အထောက်အကူရန် သတ်မှတ်သည့် အရေအတွက် ဖြစ်စေရမည်။

အမြတ်ဝေစုများ

၁၆။ သင်းလုံးကျွတ်အစည်းအဝေးတွင် ဤကုမ္ပဏီ၏ အစုရှင်များအား ခွဲဝေပေးမည့် အမြတ်ဝေစုကို ကြေညာရမည်။ သို့ရာတွင် အမြတ်ဝေစုသည် ဒါရိုက်တာများက ထောက်ခံသော ငွေပမာဏထက် မကျော်လွန်စေရ။ သက်ဆိုင်ရာ နှစ်၏ အမြတ်ပမာဏ သို့မဟုတ် အခြားမခွဲဝေရသေးသည့် အမြတ်ပမာဏမှအပ အမြတ်ဝေစုကို ခွဲဝေပေးရ။

ရုံးဝန်ထမ်းများ

၁၇။ ကုမ္ပဏီသည် လုပ်ငန်းရုံးတစ်ခုကို ဖွင့်လှစ်၍ ဆောင်ရွက်မည်ဖြစ်ပြီး အရည်အချင်း ပြည့်မီသူပုဂ္ဂိုလ်တစ်ဦးအား အထွေထွေမန်နေဂျာအဖြစ် ခန့်အပ်ရန်နှင့် အခြားအရည်အချင်း ပြည့်မီသူများအား ရုံးဝန်ထမ်းများအဖြစ် ခန့်အပ်မည် ဖြစ်သည်။ လစာ၊ ခရီးသွားလာစရိတ်နှင့် အခြားအသုံးစရိတ်များကဲ့သို့သော ဉာဏ်ပူဇော်ခများနှင့် အခကြေးငွေများကို ဒါရိုက်တာအဖွဲ့က သတ်မှတ်မည်ဖြစ်ပြီး ၎င်းသတ်မှတ်ချက်များကို သင်းလုံးကျွတ် အစည်းအဝေးက အတည်ပြုရမည်။ အထွေထွေမန်နေဂျာသည် လုပ်ငန်းရုံး၏ ထိရောက်စွာလုပ်ငန်း လည်ပတ်မှုအားလုံးအတွက် တာဝန်ရှိစေရမည်ဖြစ်ပြီး မန်နေဂျင်း ဒါရိုက်တာအားတာဝန်ခံ၍ ဆောင်ရွက်ရမည်။

ငွေစာရင်းများ

၁၈။ ဒါရိုက်တာများသည် သင့်လျော်သည့် ငွေစာရင်းစာအုပ်များကို အောက်ဖော်ပြပါ သတ်မှတ်ချက်များနှင့်အညီ ထားသိုထိန်းသိမ်း ဆောင်ရွက်ရမည်။

- (၁) ကုမ္ပဏီ၏ ရငွေ၊ သုံးငွေများ၏ ပမာဏနှင့် ၎င်းရငွေ၊ သုံးငွေများ ဖြစ်ပေါ်ခြင်းနှင့် စပ်လျဉ်းသည့် အကြောင်း ကိစ္စများ။
- (၂) ကုမ္ပဏီ၏ ကုန်ပစ္စည်းများ ရောင်းချခြင်းနှင့် ဝယ်ယူခြင်းများ။
- (၃) ဤကုမ္ပဏီ၏ ရရန်ပိုင်ခွင့်နှင့် ပေးရန်တာဝန်များ။

၁၉။ ငွေစာရင်းစာအုပ်အားလုံးကို ဤကုမ္ပဏီ၏ မှတ်ပုံတင်ထားသော လုပ်ငန်းရုံး သို့မဟုတ် ဒါရိုက်တာများက သင့်လျော် သည်ဟု ထင်မြင်ယူဆသော အခြားနေရာတွင် သိမ်းဆည်းထားရမည်ဖြစ်ပြီး၊ ရုံးချိန်အတွင်း၌ ဒါရိုက်တာများက စစ်ဆေးနိုင်ရန် ပြသထားရမည်။

စာရင်းစစ်

၂၀။ စာရင်းစစ်များကို ခန့်အပ်ထားရမည်။ ၎င်းစာရင်းစစ်များ၏ တာဝန်သည် မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေ သို့မဟုတ် အခါအားလျော်စွာ ပြင်ဆင်သတ်မှတ်သည့် စည်းမျဉ်း စည်းကမ်းများနှင့် လိုက်လျောညီထွေ ဖြစ်ရမည်။

နို့တစ်စာ

၂၁။ ဤကုမ္ပဏီသည် မည်သည့်အစုရှင်ထံသို့မဆို နို့တစ်စာကို လက်ရောက်ပေးအပ်ခြင်း သို့မဟုတ် နို့တစ်စာပါသော စာကို စာတိုက်ခံ ကြိုတင်ပေးထား၍ ၎င်းအစုရှင်ထံ မှတ်ပုံတင်လိပ်စာအတိုင်း စာတိုက်မှတစ်ဆင့် လိပ်မူ ပေးပို့ခြင်းအားဖြင့် ပေးပို့နိုင်သည်။

တံဆိပ်

၂၂။ ဒါရိုက်တာများသည် တံဆိပ်ကို လုံခြုံစွာထိန်းသိမ်းထားရန်အတွက် စီမံဆောင်ရွက်ရမည်။ ထိုတံဆိပ်ကို ဒါရိုက်တာ များကကြိုတင်ပေးအပ်ထားသည့် ခွင့်ပြုချက်ဖြင့်မှတစ်ပါး၊ ထို့အပြင် အနည်းဆုံး ဒါရိုက်တာတစ်ဦး ရှေ့မှောက်တွင်မှ တစ်ပါး မည်သည့်အခါမျှ မသုံးရ။ တံဆိပ်ရိုက်နှိပ်ထားသည့် စာရွက်စာတမ်းတိုင်းတွင် ထိုဒါရိုက်တာက လက်မှတ်ရေးထိုးရမည်။

လျော်ကြေး



၂၃။ မြန်မာနိုင်ငံကုမ္ပဏီများ အက်ဥပဒေ ပုဒ်မ ၈၆ (ဂ) တွင် ဖော်ပြပါရှိသည့် ပြဋ္ဌာန်းချက်များ၊ လက်ရှိတရားဝင် တည်ဆဲဥပဒေပြဋ္ဌာန်းချက်များနှင့် မဆန့်ကျင်စေဘဲ ကုမ္ပဏီ၏ ဒါရိုက်တာ၊ စာရင်းစစ်၊ အတွင်းရေးမှူး သို့မဟုတ် အခြားအရာရှိ တစ်ဦးဦးမှာ မိမိ၏ တာဝန် ဝတ္တရားများကို ဆောင်ရွက်ရာ၌ဖြစ်စေ၊ ထိုတာဝန် ဝတ္တရားများနှင့် စပ်လျဉ်း၍ဖြစ်စေ ကျခံခဲ့ရသည့် စရိတ်များ၊ တောင်းခံငွေများ၊ ဆုံးရှုံးငွေများ၊ ကုန်ကျငွေများနှင့် ကြွေးမြီတာဝန်များ အတွက် ကုမ္ပဏီထံမှ လျော်ကြေး ရထိုက်ခွင့်ရှိစေရမည်။

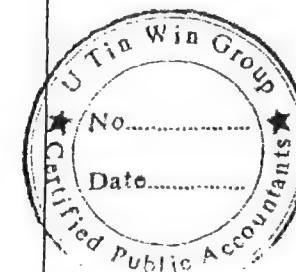
ဖျက်သိမ်းခြင်း

၂၄။ ကုမ္ပဏီ၏ အထွေထွေအစည်းအဝေး ဆုံးဖြတ်ချက်ဖြင့် ကုမ္ပဏီအား ဖျက်သိမ်းနိုင်သည်။ ယင်းသို့ ဖျက်သိမ်းရာ တွင် မြန်မာနိုင်ငံကုမ္ပဏီများ အက်ဥပဒေများနှင့် ယင်းဥပဒေများအား အခါအားလျော်စွာ ပြင်ဆင်ပြောင်းလဲထားသည့် တရားဥပဒေများတွင် ပါဝင်သည့် စည်းမျဉ်းများအတိုင်း လိုက်နာပြုလုပ်ရမည်။




အောက်တွင် အမည်၊ နိုင်ငံသား၊ နေရပ်နှင့် အကြောင်းအရာခုံလင်စွာပါသော ဇယားကွင်း
လက်မှတ်ရေးထိုးသူ ကျွန်ုပ်တို့ကိုယ်စီကိုယ်တိုင်သည် ဤသင်းဖွဲ့မှတ်တမ်းအရ ကုမ္ပဏီတစ်ခုဖွဲ့စည်းရန်
လိုလားသည့်အလျောက် ကျွန်ုပ်တို့၏ အမည်အသီးသီးနှင့် ယှဉ်တွဲ၍ပြထားသော အစုရှယ်ယာများကို
ကုမ္ပဏီ၏မတည်ရင်းနှီးငွေတွင် ထည့်ဝင်ရယူကြရန် သဘောတူကြပါသည်။

စဉ်	အစုထည့်ဝင်သူများ၏အမည်၊ နေရပ်လိပ်စာနှင့်အလုပ်အကိုင်	နိုင်ငံသားနှင့် အမျိုးသား မှတ်ပုံတင်အမှတ်	ဝယ်ယူသော အစုရှယ်ယာ ဦးရေ	ထိုးမြဲလက်မှတ်
1.	Concept 2001 (Sportswear) Company Limited 36 th Floor, Laws Commercial Plaza, 788 Cheung Sha Wan Road, Lai Chi Kok Kowloon, Hong Kong. Representative by : Mr. PAU Chung Keung Flat 4, 21 st Floor, Block A, Yuet Lai Court, Lai King, Kowloon, Hong Kong.	Incorporated in Hong Kong . Chinese KJ 0104804	149,999	
2.	Laws Garments Limited 36 th Floor, Laws Commercial Plaza, 788 Cheung Sha Wan Road, Lai Chi Kok Kowloon, Hong Kong. Representative by : Mr. LEUNG Chun Fai Flat B, 27 th Floor, Tower 2, Hill Paramount, 18 Hin Tai Street, Shatin, New Territories, Hong Kong.	Incorporated in Hong Kong Chinese KJ 0080927	1	
Total			150,000	



ရန်ကုန် မြို့။ နေ့စွဲ။ ၂၀၁၃ ခုနှစ်၊ ဧပြီလ၊ ၅ ရက်။
အထက်ပါလက်မှတ်ရှင်များသည် ကျွန်ုပ်တို့၏ရှေ့မှောက်တွင်
လက်မှတ်ရေးထိုးကြပါသည်။


U Tin Win
(CPA No. 123)
U TIN WIN GROUP
Certified Public Accountants

THE MYANMAR COMPANIES ACT

PRIVATE COMPANY LIMITED BY SHARES

Memorandum Of Association

OF

KARISMA APPAREL (MYANMAR) COMPANY LIMITED



- I. The name of the Company is "KARISMA APPAREL (MYANMAR)" COMPANY LIMITED.
- II. The registered office of the Company will be situated in the Union of Myanmar.
- III. The objects for which the Company is established are as on the next page.
- IV. The liability of the members is limited.
- V. The Authorised Capital of the Company is US\$ 1,000,000 (United States Dollar One Million Only) divided into (1,000,000) shares of US\$ 1 (United States Dollar One Only) each, with power in General Meeting either to increase, reduce or alter such capital from time to time in accordance with the regulations of the Company and the legislative provisions for the time being in force in this behalf.

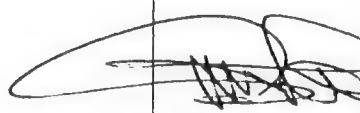

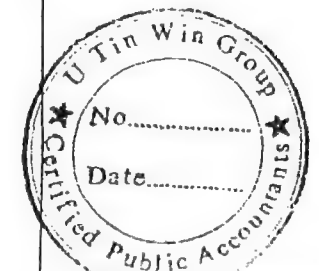
6. The Objective For Which The company is established are

1. Importing raw materials (Fabric, Accessories, Cut panels & etc)
2. Raw materials receipt & storage
3. Raw materials classification and inspection
4. Fabric relaxation, spreading & cutting
5. Cut pieces & cut panels checking and bundling
6. Printing and embroidering
7. Sewing and linking
8. Inline inspection
9. Washing
10. Thread trimming
11. Buttonholing, buttoning, snapping and finishing
12. Final inspection
13. Ironing
14. Tagging hangtag & price ticket
15. Folding and packing into polybag
16. Needle detecting
17. Carton box making & preparation
18. Carton box packing
19. Quality auditing & Quantity Verification
20. Finished goods storage
21. Export of finished goods (Garments)

7. To borrow money for the benefit of the Company's business from any person, firm, company, bank or financial organization in the manner that the Company shall think fit.

PROVISO: Provided that the Company shall not exercise any of the above objects whether in the Union of Myanmar or elsewhere, save in so far as it may be entitled so as to do in accordance with the Laws, Orders and Notifications in force from time to time and only subject to such permission and or approval as may be prescribed by the Laws, Orders and Notifications of the Union of Myanmar for the time being in force.


We, the several persons, whose names, nationalities, addresses and descriptions are subscribed below, are desirous of being formed into a Company in pursuance of this Memorandum of Association, and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

Sr. No	Name, Address and Occupation of Subscribers	Nationality & N.R.C No.	Number of shares taken	Signatures
1.	<p>Concept 2001 (Sportswear) Company Limited 36th Floor, Laws Commercial Plaza, 788 Cheung Sha Wan Road, Lai Chi Kok Kowloon, Hong Kong.</p> <p>Representative by : Mr. PAU Chung Keung Flat 4, 21st Floor, Block A, Yuet Lai Court, Lai King, Kowloon, Hong Kong.</p>	<p>Incorporated in Hong Kong</p> <p>Chinese KJ 0104804</p>	149,999	
2.	<p>Laws Garments Limited 36th Floor, Laws Commercial Plaza, 788 Cheung Sha Wan Road, Lai Chi Kok Kowloon, Hong Kong.</p> <p>Representative by : Mr. LEUNG Chun Fai Flat B, 27th Floor, Tower 2, Hill Paramount, 18 Hin Tai Street, Shatin, New Territories, Hong Kong.</p>	<p>Incorporated in Hong Kong</p> <p>Chinese KJ 0080927</p>	1	
			Total	150,000

Yangon Township, Dated the 5th day of September 2013

It is hereby certified that the persons mentioned above

put their signatures in my presence.


U Tin Win
 (CPA No. 123)
U TIN WIN GROUP
 Certified Public Accountant

THE MYANMAR COMPANIES ACT
PRIVATE COMPANY LIMITED BY SHARES

Articles Of Association

OF

KARISMA APPAREL (MYANMAR) COMPANY LIMITED



1. The regulations contained in Table (A) in the First Schedule to the Myanmar Companies Act shall apply to the Company save in so far as such regulations which are inconsistent with the following Articles. The Compulsory regulations stipulated in Section 17 (2) of the Myanmar Companies Act shall always be deemed to apply to the Company.

PRIVATE COMPANY

2. The Company is to be a Private Limited Company and accordingly following provisions shall have effect :-
 - (1) *The number of members of the Company, exclusive of persons who are in the employment of the Company, shall be limited to fifty.*
 - (2) *Any invitation to the public to subscribe for any share or debenture or debenture stock of the Company is hereby prohibited.*

CAPITAL AND SHARES

3. The Authorised Capital of the Company is US\$ 1,000,000/- (United States Dollar One Million Only) divided into (1,000,000) shares of US\$ 1 (United States Dollar One Only) each, with power in General Meeting either to increase, reduce or alter such capital from time to time in accordance with the regulations of the Company and the legislative provisions for the time being in force in this behalf.
4. Subject to the provisions of the Myanmar Companies Act the shares shall be under the control of the Directors, who may allot or otherwise dispose of the same to such persons and on such terms and conditions as they may determine.

5. The certificate of title to share shall be issued under the Seal of the Company, and signed by the General Manager or some other persons nominated by the Board of Directors. If the share certificate is defaced, lost or destroyed, it may be renewed on payment of such fee, if any, and on such terms, if any, as to evidence and indemnity as the Directors may think fit. The legal representative of a deceased member shall be recognised by the Directors.
6. The Directors may, from time to time make call upon the members in respect of any money unpaid on their shares, and each member shall be liable to pay the amount of every call so made payable by instalments or may be revoked or postponed as the Directors may determine.

DIRECTORS

7. Unless otherwise determined by a General Meeting the number of Directors shall not be less than (2) and more than (13).

The First Directors shall be: -

- (1) Mr. Cheung Kwok Wing David
- (2) Mr. Pau Chung Keung
- (3) Mr. Leung Chun Fai
- (4)
- (5)

8. The Directors may from time to time appoint one of their body to the office of the Managing Director for such terms and at such remuneration as they think fit and he shall have all the powers delegated to him by the Board of Directors from time to time.
9. The qualification of a Director shall be the holding of at least (-) shares in the Company in his or her own name and it shall be his duty to comply with the provision of Section (85) of the Myanmar Companies Act.
10. The Board of Directors may in their absolute and uncontrolled discretion refuse to register any proposed transfer of shares without assigning any reason.

PROCEEDINGS OF DIRECTORS

11. The Director may meet together for the despatch of business, adjourn and otherwise regulate their meeting as they think fit and determine the quorum necessary for the transaction of business. Unless otherwise determined, two shall form a quorum. If any question arising at any meeting the Managing Director's decision shall be final. When any matter is put to a vote and if there shall be an equality of votes, the Chairman shall have a second or casting vote.
12. Any Director may at any time summon a meeting of Directors.

13. A resolution in writing signed by all the Directors shall be as effective for all purposes as a resolution passed out at meeting of the Directors, duly called, held and constituted

POWERS AND DUTIES OF DIRECTORS

14. Without prejudice to the general power conferred by Regulation 71 of the Table "A" of the Myanmar Companies Act, it is hereby expressly declared that the Directors shall have the following powers, that is to say power:-
- (1) To purchase or otherwise acquire for the Company any property, rights or privileges which the Company is authorized to acquire at such price, and generally on such terms and conditions as they think fit; also to sell, lease, abandon or otherwise deal with any property, rights or privileges to which the Company may be entitled, on such terms and conditions as they may think fit.
 - (2) To raise, borrow or secure the payment of such sum or sums in such manner and upon such terms and conditions in all respects as they think fit and in particular by the issue of debentures or debenture stocks of the Company charged upon all or any part of the property of the Company (both present and future) including its uncalled capital for the time being.
 - (3) At their discretion, to pay for any rights acquired or services rendered to the Company, either wholly or partially in cash or in shares, bonds, debentures or other securities of the Company and any such shares may be issued either as fully paid up or with such amount credited as paid up thereon as may be agreed upon; and any such bonds, debentures or other securities may be either specifically charged upon all or any part of the property of the Company and its uncalled capital or not so charged.
 - (4) To secure the fulfilment of any contract or engagement entered into by the Company by mortgage or charge upon all or any of the property of the Company and its uncalled capital for the time being or by granting calls on shares or in such manner as they may think fit.
 - (5) To appoint at their discretion, remove or suspend such Managers, Secretaries, Officers, Clerks, Agents and Servants for permanent, temporary or special services as they may from time to time think fit and to determine their duties and powers and fix their salaries or emoluments and to require security in such instances in such amount as they think fit and to depute any officers of the Company to do all or any of these things on their behalf.
 - (6) To appoint a Director as Managing Director, General Manager, Secretary or Departmental Manager in conjunction with his Directorship of the Company.
 - (7) To accept from any member on such terms and conditions as shall be agreed on the surrender of his shares or any part thereof.

- (8) To appoint any person or persons to accept and hold in trust for the Company any property belonging to the Company or in which it is interested or for any other purposes and to execute and do all such deeds and things as may be requisite in relation to any such trust.
- (9) To institute, conduct, defend or abandon any legal proceedings by or against the Company or its officers or otherwise concerning the affairs of the Company and also to compound and allow time for payment or satisfaction of any debts due to or of any claims and demands by or against the Company.
- (10) To refer claims and demands by or against the Company to arbitration and to observe and perform the awards.
- (11) To make and give receipts, releases and other discharges for money payable to the Company and for the claims and demands of the Company.
- (12) To act on behalf of the Company in all matters relating to bankruptcy and insolvency.
- (13) To determine who shall be entitled to sign bills of exchange, cheques, promissory notes, receipts, endorsements, releases, contracts and documents for or on behalf of the Company.
- (14) To invest, place on deposit and otherwise deal with any of the moneys of the Company not immediately required for the purpose thereof, upon securities or without securities and in such manners as the Directors may think fit, and from time to time vary or realize such investments.
- (15) To execute in the name and on behalf of the Company in favour of any Director or other person who may incur or be about to incur any personal liability for the benefit of the Company, such mortgages of the Company's property (present and future) as they think fit and any such mortgage may contain a power of sale and such other powers, covenants and provisions as shall be agreed on.
- (16) To give any officer or other person employed by the Company a commission on the profits of any particular business or transaction or a share in the general profit of the Company and such commission or share of profit shall be treated as part of the working expenses of the Company.
- (17) From time to time, to make, vary and repeal bye-laws for the regulation of the business of the Company, the officers and servants or the members of the Company or any section thereof.
- (18) To enter into all such negotiations and contracts and rescind and vary all such contracts and execute and do all such acts, deeds and things in the name and on behalf of the Company as they may consider expedient for or in relation to any of the matter aforesaid or otherwise for the purposes of the Company.
- (19) To borrow money for the benefit of the Company's business from any person, firm or company or bank or financial organization of local and abroad in the manner that the Directors shall think fit.

GENERAL MEETINGS

15. A general meeting shall be held within eighteen months from the date of its incorporation and thereafter at least once in every calendar year at such time (not being more than fifteen months after the holding of the last preceding general meeting) and places as may be fixed by the Board of Directors. No business shall be transacted at any general meeting unless a quorum of members is presented at the time when the meeting proceeds to business, save as herein otherwise provided. Member holding not less than 50 percent of the issued shares capital (not less than two members) personally present, shall form a quorum for all purposes. And if and when in the case of there are only two number of members in the Company, those two members shall form a quorum.

DIVIDENDS

16. The Company in general meeting may declare a dividend to be paid to the members, but no dividend shall exceed the amount recommended by the Directors. No dividends shall be paid otherwise than out of the profits of the year or any other undistributed profits.

OFFICE STAFF

17. The Company shall maintain an office establishment and appoint a qualified person as General Manager and other qualified persons as office staffs. The remunerations and allowances such as salaries, travelling allowances and other expenditures incidental to the business shall be determined by the Board of Directors, and approved by the general meeting. The General Manager shall be responsible for the efficient operation of the office in every respect and shall be held accountable at all times to the Managing Director.

ACCOUNTS

18. The Directors shall cause to be kept proper books of account with respect to:-
 (1) *all sums of money received and expended by the Company and the matters in respect of which the receipts and expenditures take place;*
 (2) *all sales and purchases of goods by the Company;*
 (3) *all assets and liabilities of the Company.*
19. The books of account shall be kept at the registered office of the Company or at such other place as the Directors shall think fit and shall be opened to inspection by the Directors during office hours.

AUDIT

20. Auditors shall be appointed and their duties regulated in accordance with the provisions of the Myanmar Companies Act or any statutory modifications thereof for the time being in force.

NOTICE

21. A notice may be given by the Company to any member either personally or sending it by post in a prepaid letter addressed to his registered address.

THE SEAL

22. The Directors shall provide for the safe custody of the Seal, and the Seal shall never be used except by the authority of the Directors previously given, and in the presence of one Director at least, who shall sign every instrument to which the Seal is affixed.

INDEMNITY




23. Subject to the provisions of Section 86 (C) of the Myanmar Companies Act and the existing laws, every Director, Auditor, Secretary or other officers of the Company shall be entitled to be indemnified by the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution and discharge of the duties or in relation thereto.

WINDING-UP

24. Subject to the provisions contained in the Myanmar Companies Act and the statutory modification thereupon, the Company may be wound up voluntarily by the resolution of General Meeting.

❖ ❖ ❖ ❖


We, the several persons, whose names, nationalities, addresses and descriptions are subscribed below, are desirous of being formed into a Company in pursuance of this Memorandum of Association, and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

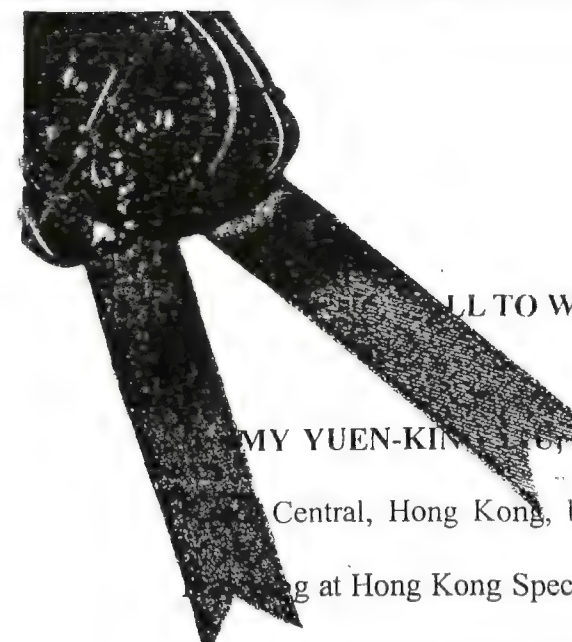
Sr. No	Name, Address and Occupation of Subscribers	Nationality & N.R.C No.	Number of shares taken	Signatures
1.	<p>Concept 2001 (Sportswear) Company Limited 36th Floor, Laws Commercial Plaza, 788 Cheung Sha Wan Road, Lai Chi Kok Kowloon, Hong Kong.</p> <p>Representative by : Mr. PAU Chung Keung Flat 4, 21st Floor, Block A, Yuet Lai Court, Lai King, Kowloon, Hong Kong.</p>	<p>Incorporated in Hong Kong</p> <p>Chinese KJ 0104804</p>	149,999	
2.	<p>Laws Garments Limited 36th Floor, Laws Commercial Plaza, 788 Cheung Sha Wan Road, Lai Chi Kok Kowloon, Hong Kong.</p> <p>Representative by : Mr. LEUNG Chun Fai Flat B, 27th Floor, Tower 2, Hill Paramount, 18 Hin Tai Street, Shatin, New Territories, Hong Kong.</p>	<p>Incorporated in Hong Kong</p> <p>Chinese KJ 0080927</p>	1	
			Total	150,000

Yangon Township, Dated the 5th day of September 2013

It is hereby certified that the persons mentioned above

put their signatures in my presence.


U Tin Win
 (CPA No. 123)
U TIN WIN GROUP
 Certified Public Accountants



ALL TO WHOM THESE PRESENTS SHALL COME

MY YUEN-KIN, a Notary Public of 13th Floor, Grand Building, 18 Connaught
Central, Hong Kong, by lawful authority duly Admitted, Authorised and Sworn,
acting at Hong Kong Special Administrative Region **DO HEREBY CERTIFY** that
the annexed copies are true copies of the following documents issued by the Registrar of
Companies, Hong Kong Special Administrative Region:-

- (1) the Certificate of Continuing Registration of Laws Garments Limited (羅氏製衣有限
公司) dated 22nd January 2014; and
 - (2) the Certificate of Continuing Registration of Concept 2001 (Sportswear) Company
Limited (創意 2001 有限公司) dated 22nd January 2014,
- the originals of which I have seen.

No responsibility is accepted on the contents of the annexed documents.

IN TESTIMONY WHEREOF I have hereunto
subscribed my name and affixed my seal of office
this 23rd day of January 2014.

NOTARY PUBLIC,
HONG KONG SAR



This apostille only certifies the signature, the capacity of the signatory and the seal or stamp it bears. It does not certify the content of the document for which it is issued.

APOSTILLE
(Convention de La Haye du 5 octobre 1961)

1. Country: Hong Kong, China
This public document

2. has been signed by Liu Yuen King Amy

3. acting in the capacity of Notary Public


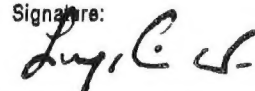
4. bears the seal/stamp of Liu Yuen King Amy

Certified

5. at High Court 6. the 24 JAN 2014

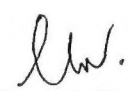
7. by LUNG Kim Wan
Registrar, High Court

8. No 1744 / 2014

9. Seal/stamp:  10. Signature: 

No. 071/2014

Seen at the Consulate-General of
the Union of Myanmar, Hong Kong
for legalization of the signature of
LUNG Kim Wan
and the official seal of the High
Court, Hong Kong.


for Consul-General

WINT MON HTUN
CONSUL

Dated: 30.1.2014
Hong Kong

2056



公司註冊處
COMPANIES REGISTRY

COMPANIES ORDINANCE
(CHAPTER 32)

香港法例第32章
《公司條例》

CERTIFICATE OF CONTINUING REGISTRATION
公司迄今仍註冊證書

I hereby certify that
本人謹此證明

LAWS GARMENTS LIMITED
羅氏製衣有限公司

was incorporated in Hong Kong under the Companies Ordinance on
根據《公司條例》於一九八一年一月十三日在香港

13 January 1981 and, as at the date of this certificate,
註冊，該公司於本證書發出當日仍列入公司註冊處

this company remains on the Register of Companies maintained by the
備存的公司登記冊。

Companies Registry.

Issued on 22 January 2014 .

本證書於二〇一四年一月二十二日發出。

Ms Ada L L CHUNG

Registrar of Companies
Hong Kong Special Administrative Region
香港特別行政區公司註冊處處長鍾麗玲

2359



公司註冊處
COMPANIES REGISTRY

COMPANIES ORDINANCE
(CHAPTER 32)

香港法例第32章
《公司條例》

CERTIFICATE OF CONTINUING REGISTRATION
公司迄今仍註冊證書

I hereby certify that
本人謹此證明

CONCEPT 2001 (SPORTSWEAR) COMPANY LIMITED
(創意 2001 有限公司)

was incorporated in Hong Kong under the Companies Ordinance on
根據《公司條例》於一九八八年八月五日在香港

5 August 1988 and, as at the date of this certificate,
註冊，該公司於本證書發出當日仍列入公司註冊處

this company remains on the Register of Companies maintained by the
備存的公司登記冊。

Companies Registry.

Issued on 22 January 2014 .

本證書於二〇一四年一月二十二日發出。

Ms Ada L L CHUNG

Registrar of Companies
Hong Kong Special Administrative Region
香港特別行政區公司註冊處處長鍾麗玲

Dated the 23rd day of January 2014.

NOTARIAL CERTIFICATE

CHARLES YEUNG CLEMENT LAM LIU & YIP
SOLICITORS & NOTARIES
13TH FLOOR
GRAND BUILDING
18 CONNAUGHT ROAD CENTRAL
HONG KONG

Tel : 2521 3483 Fax : 2810 5581

Ref No.: WCK/53337/2014 C1